

Region 4 Education Service Center (ESC)

Contract # R221201

for

Employee Benefits and Retirement Enrollment Administrative
Services

with

TCG Consulting Services, LLC

Effective: March 1st, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and TCG Consulting Services, LLC, effective March 1st, 2023:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

This Contract ("Contract") is made as of March 1st, 2023 by and between TCG Consulting Services LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Employee Benefits and Retirement Enrollment Administrative Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-12 for Employee Benefits and Retirement Enrollment Administrative Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name TCG Consulting Services, LLC
Address 900 Capital of Texas Highway South, Suite 350
City/State/Zip Austin, TX 78746
Telephone No. 512-600-5200
Email Address shauptmann@tcgservices.com
Printed Name Scott Hauptmann
Title EVP and COO
Authorized signature *Scott Hauptmann*

Accepted by Region 4 ESC:

Contract No. R221201

Initial Contract Term March 1, 2023 to February 28, 2026

Carmen J. Moreno
Region 4 ESC Authorized Board Member

2-28-23
Date

CARMEN T. MORENO
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

2-28-23
Date

LaVerie Wise
Print Name



OMNIA[®]
PARTNERS

Request for Proposal (RFP)

by Region 4 Education Service Center (“ESC”)
COMPETITIVE SEALED PROPOSAL

Solicitation Number 22-12

Employee Benefits and Retirement Enrollment Administrative
Services

Submitted by:

TCG Consulting, LP partnered with First Financial
Group of America



900 S. Capital of Texas
Hwy, Suite 350
Austin, TX 78746
T: (512) 306-9939
www.tcgservices.com





900 S. Capitol of Texas Highway, Suite 350
Austin, TX 78749
Phone (512) 600-5200
www.tcgservices.com

16945 Northchase Drive, Ste. 1800
Houston, TX 77060
Phone: (800) 523-8422
www.ffga.com

October 31, 2022

Region 4 Education Service Center (ESC)
7145 West Tidwell Road
Houston, TX 77092

RE: Employee Benefits and Retirement Enrollment Administrative Services, Request for
Proposals Solicitation Number 22-12 (RFP)

Dear Sir / Madam:

TCG Consulting Services, LLC (TCG), and our partner, First Financial Group of America (FFGA), in delivering services to ESC Region 4 in offering the “Region 4 ESC Cooperative for Section 125 Plan Services and Supplemental Insurance Products (Region 4 125 Cooperative) to public school districts, are pleased to submit the enclosed proposal.

In our enclosed combined response to the RFP, TCG and FFGA are offering to provide the Region 4 S125 Cooperative all services listed in the RFP, in the manner specified in the RFP, through OMNIA Partners.

TCG is partnering with its affiliates, along with First Financial Administrators, Inc. (FFA) and First Financial Capital Corporation (FFCC) to offer the administrative and enrollment services described in our proposal. Both FFCC and FFA are under First Financial Group of America (FFGA). Some of the retirement services may be offered through other Texas Education Service Centers. TCG and FFGA have a proven track record of providing excellent service to the Region 4 S125 Cooperative. Since inception, the program has expanded to cover many school districts and tens of thousands of educators. TCG and FFGA specialize in providing financial and insurance benefit services to school districts and other types of governmental agencies in Texas and across the United States.

TCG and FFGA, and their affiliates, are also offering to provide a number of value-added services in addition to those specified under the RFP. These include the following:

- Financial wellness services. TCG’s affiliates offer extensive online and in-person assistance with financial wellness education.
- Retirement plan administration and investment services for all types of plans, in both the public and private sectors.
- Family Medical Leave Act (FMLA) administration services. FFA partners with several vendors to offer discounted pricing for the FMLA administrative services.

- On-Leave billing services for employees on leave who need to be able to keep insurance coverages in place by paying premiums to avoid a lapse in coverage.
- A student loan program that assists school district employees with these loans to take advantage of federal programs that allow them to obtain loan relief by applying to use special programs for school district and other non-profit employees.
- COBRA (Consolidated Omnibus Budget Reconciliation Act) administration services.
- ACA (Affordable Care Act) reporting services. FFGA partners with several vendors to give discounted pricing for the ACA options and services to the Region 4 S125 Cooperative clients. FFGA does assist with getting the file information from the enrollment platforms to these vendors to utilize for the ACA reporting.
- A full range of cyber-security services, including our iLock individual identity protection and eLock employer data protection services (these are already part of the services we provide under our ESC Contract), as well as consulting services available for those who need assistance with cyber security issues.
- School district and other public-employer investment services under our Managed Asset Portfolio Program (MAPP).
- Investment advisory services for all types of plans, foundations, trusts, and other investment services through our affiliate, TCG Advisory Services, LLC.
- Student accident insurance. With over 40 years of experience in the student accident insurance space, we HUB International, Inc. parent of TCG, brings the expertise and the market depth you are looking for in a partner. HUB can customize the coverage to match existing benefits or work with the employer to design a program to fit the risk. HUB works with only the most reputable insurance carriers and claims payers in the marketplace and provide complete program administration and claims services to our clients. HUB can provide accident coverage for student athletic programs, PE, UIL and CTE related practice, class or events. HUB also services 200+ college/university programs across the country and provide their blanket, accident, excess athletic insurance coverage and claims processing services.
- Property/Casualty Insurance. This would be offered by TCG's parent, HUB International, Inc., one of the largest property/casualty brokers in North America.
- The health insurance described in the RFP would be offered by TCG's affiliates with HUB International, Inc., who owns TCG, and/or FFGA with partnered vendor medical consultants. This would include extensive consulting on health insurance and/or employee benefits.
- Compensation consulting.
- OPEB Trust services.
- All services would be available to municipalities, nonprofit organizations, corporations, charter schools and public school districts.
- All services in our proposal can be purchased on an individual basis nationwide by OMNIA Partners cooperative members rather than having to be bundled.

We believe that we have the proven ability to continue to grow the Region 4 S125 Cooperative both inside and outside of Texas.

Please note that we have not completed the forms included in the RFP applicable to the State of New Jersey. If we are awarded the bid and it is necessary to complete these we will be happy to work with OMNIA, ESC Region 4 and the legal department of our parent, HUB International, Inc., to get these done.

If you have any questions, or would like us to provide any additional information please do not hesitate

to contact Mike Cochran with TCG at (512) 600-5235 or mcochran@tcgservices.com. Thank you for your consideration of our response to the RFP.

Sincerely,

A handwritten signature in black ink that reads "Scott Hauptmann". The signature is written in a cursive style with a long horizontal stroke at the end.

Scott Hauptmann
Executive Vice President and COO
TCG

CC: Chris Jamail, TCG
Karen Corr, FFGA

APPENDIX A

DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 202X by and between _____
TCG Consulting Services, LLC ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of _____ Employee Benefits and Enrollment Services and Value Adds ("the
products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R _____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

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- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name TCG Consulting Services, LLC

Address 900 Capital of Texas Highway South, Suite 350


City/State/Zip Austin, TX 78746

Telephone No. 512-600-5200

Email Address shauptmann@tcgservices.com

Printed Name Scott Hauptmann

Title EVP and COO

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

a) **Products/Pricing**

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Not applicable.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
- Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
 - Hourly rates and/or auditable service fee structures for all services proposed.

Not applicable.

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

- iii. Is pricing available for all products and services?
- iv. Provide pricing for warranties on all products and services.
- v. Describe any return and restocking fees.
- vi. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- vii. Describe how customers verify they are receiving Contract pricing.
- viii. Describe payment methods offered.
- ix. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

- x. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xi. Provide any additional information relevant to this section.
- xii. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple within any or all categories.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Not applicable.

Appendix C: Pricing

PLAN ADMINISTRATION SECTION 125 ADMINISTRATION & 403(b) ADMINISTRATION Monthly Fee Structure		
First Financial Administrators (FFA) – 125 administration**	125 Flex Card Full Administration Common Remitter Website Enrollment	\$1.50 per Eligible Employee* \$0.50 per Eligible Employee* \$0.50 per Eligible Employee* \$3.00 per Eligible Employee*
TCG Administrators 403(b) Administration***	Full Administration	\$1.50 per Eligible Employee*
First Financial Administrators (acting as the Agent)**	Enrollment Services/Management	\$8.00 per Eligible Employee*
TCG Consulting**	Consulting Services	\$1.25 per Eligible Employee*
Marketing Agency (if any)***		\$0.40 per Eligible Employee*
Participating Employer / Agency**		\$1.00 per Eligible Employee*
Total per employee per month		\$17.65

*Eligible Employee shall be defined as any employee of the Participating Employer eligible to participate in the Section 125 Cafeteria Plan or the Supplemental Products.

**Fee is to be paid from the Program of each Participating Agency. All commissions from supplemental 125 products are paid to the Agent of Record (First Financial Capital). These commissions are used to pay the service fees to each service provider. If commissions paid the Agent of Record are not sufficient to pay the service fees listed, the Agent of Record shall have the right to adjust the fees to protect the solvency of the Program. The Agent shall be responsible for paying the Service Providers and accounting for all income and expenses of the Program.

***As provided in the interlocal agreements and other agreements referenced therein between ESC Region 10 and the Employer.



457(b) Retirement Plan Services

Retirement administration solutions for public employers

A 457(b) is a voluntary retirement savings plan designed for employees of state and local governments, as well as many tax-exempt organizations. Providing a 457(b) savings plan can help bring financial stability and security for life upon retirement for those who participate. With this plan, your employees can lower their current taxes, earn tax-free income, reduce their retirement income gap, and get on track for living a comfortable life after retirement.

Working with our 457(b) program can allow you to spend less time on plan administration and investment planning, and more time overseeing your organization. And with a success plan in place, you are in a better position to attract and retain valuable staff members.

Why Choose Us?

- ✓ We specialize in working with government employers
- ✓ We act as fiduciaries with a legal duty to act in our clients' best interest
- ✓ We focus on making financial education inclusive for all employees regardless of where they are in their financial journey

Benefits for Employers

- Fiduciary oversight on plan investments
- One-click file transfer system
- Employee education services
- Plan and participant reporting
- Tailored and streamlined implementation
- Plan compliance and audit support
- Paperless transactions

Benefit for Employees

- Plan education and financial workshops
- No surrender charges or commissions
- Pre-tax and after-tax (Roth) salary deferrals
- Range of cost-effective investment options, including target date funds, risk-based models, and self-directed funds
- Mobile app access

Contact an FFGA representative to learn more.

Pricing

Total asset fee:

0.85% (85 basis points)

Administration fixed dollar fee: \$18 per year

Fund Lineup

Fund Name	Asset Class	Symbol	Expense Ratio
Fixed Income Accounts			
BlackRock Total Return K	Fixed Income	MPHQX	0.44%
DFA Inflation Securities	Fixed Income	DIPSX	0.12%
Victory INCORE Fund For Income	Fixed Income	VFFRX	0.63%
USAA Income Fund R6	Fixed Income	URIFX	0.39%
Vanguard Intermediate-Term Treasury Index Admiral	Fixed Income	VSIGX	0.07%
Money Market Funds			
Fidelity Government Money Market Fund	Money Market	SPAXX	0.06%
Large Cap Funds			
Fidelity 500 Index	Large Cap Blend	FXAIX	0.02%
Vanguard Growth Index Admiral	Large Cap Growth	VIGAX	0.05%
Vanguard Value Index Admiral	Large Cap Value	VVIAX	0.05%
iShares Total US Stock Market Index K	All Cap	BKTSX	0.03%
Mid-Cap Funds			
Vanguard Mid Cap Index Admiral	Mid Cap Blend	VIMAX	0.05%
Small Cap Funds			
Fidelity Advisor Stock Selector Small Cap Z	Small Cap Blend	FSSZX	0.79%
Vanguard Small Cap Index Admiral	Small Cap Blend	VSMAX	0.05%
International Funds			
Vanguard Developed Markets Index Admiral	Developed International	VTMGX	0.07%
Fidelity Advisors Total Int Equity Z	Developed International	FIEZX	0.90%
Emerging Market Funds			
Vanguard Emerging Markets Admiral	Emerging Markets	VEMAX	0.14%
American Funds New World R6	Emerging Markets	RNWGX	0.59%
Target Date Funds			
TIAA CREF LIFEC IDX 2020-INS	Target Date Funds	TLWIX	0.10%
TIAA CREF LIFEC IDX 2025-INS	Target Date Funds	TLQIX	0.10%
TIAA CREF LIFEC IDX 2030-INS	Target Date Funds	TLHIX	0.10%
TIAA CREF LIFEC IDX 2035-INS	Target Date Funds	TLYIX	0.10%
TIAA CREF LIFEC IDX 2040-INS	Target Date Funds	TLZIX	0.10%
TIAA CREF LIFEC IDX 2045-INS	Target Date Funds	TLXIX	0.10%
TIAA CREF LIFEC IDX 2050-INS	Target Date Funds	TLLIX	0.10%
TIAA CREF LIFEC IDX 2055-INS	Target Date Funds	TTIIX	0.10%
TIAA CREF LIFEC IDX 2060-INS	Target Date Funds	TVIIX	0.10%
TIAA CREF LIFEC IDX 2065-INS	Target Date Funds	TFITX	0.10%
TIAA CREF LIFEC IDX RETIREMENT-INS	Target Date Funds	TRILX	0.10%
Asset Allocation Funds			
VANGUARD LIFES CNSRV GR INV	Allocation	VSCGX	0.12%
VANGUARD LIFES GROWTH INV	Allocation	VASGX	0.14%
VANGUARD LIFES INCOME INV	Allocation	VASIX	0.11%
VANGUARD LIFES MODERATE GR INV	Allocation	VSMGX	0.13%
Real Estate Options			
DFA Global Real Estate	Real Estate	DFGEX	0.24%

All investments are subject to risk, including loss of principal. Risk is defined as fluctuation in returns from one period to the next and the potential for loss. A well diversified portfolio may help investors reduce the risk associated with investing. However, diversification does not insure protection against a loss in a declining market. This report has been prepared for the purpose of providing a comparison among the advisors and indices shown herein. Indices are for comparison only. The inclusion of an advisor in this report should not be considered an endorsement or recommendation.



457(b) Retirement Plan Participant Fees

NO COST TO THE EMPLOYER

Total Annual Fees

Investment Advisor Fee	0.10% (10 basis points)
Administration Fee	0.25% (25 basis points)
Consulting Fee	0.32% (32 basis points)
Custodial Fee	0.10% (10 basis points)
Plan Coordinator Annual Fee	\$23.80 (\$22.00 + \$1.80)
Estate and Tax Planning Services Fee	0.10% (10 basis points)

Total Annual Fee per Participant	0.87% (87 basis points) and \$23.80
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Participant Fee Breakdown

TCG Advisors, Investment Advisor

- An annual fee of 0.10% (10 basis points) is charged to plan assets.

TCG Consulting, Consultant

- An annual fee of 0.32% (32 basis points) is charged to plan assets.

TCG Administrators, Third Party Administration Service

- \$22.00 is deducted from participant accounts annually for the third-party administration cost.
- An annual fee of 0.25% (25 basis points) is charged to plan assets.

Matrix Trust - Trustee

- An annual fee of 0.10% (10 basis points) is charged to plan assets.

ESC Region 10, Plan Coordinator

- \$0.15 is deducted from participant accounts monthly (\$1.80 annually) for the ESC Region 10 Cooperative fee.

Estate and Tax Planning Fees

- An annual fee of 0.10% (10 basis points) is charged to plan assets. These services may be provided by TCG directly or through third-party relationships.



FICA Alternative Plan Participant Fees

NO COST TO THE EMPLOYER

Total Annual Fees	
Investment Advisor Fee	0.10% (10 basis points)
Administration Fee	1.10% (110 basis points)
Consulting Fee	0.32% (32 basis points)
Plan Coordinator Annual Fee	\$1.80 per participant
Estate and Tax Planning Services Fee	0.10% (10 basis points)
Total Annual Fee per Participant	1.62% (162 basis points) and \$1.80

Participant Fee Breakdown

TCG Advisors, Investment Advisor

- An annual fee of 0.10% (10 basis points) is charged to plan assets.

TCG Administrators, Third Party Administration Service

- An annual fee of 1.10% (110 basis points) is charged to plan assets.

TCG Consulting, Consultant

- An annual fee of 0.32% (32 basis points) is charged to plan assets.

ESC Region 10, Plan Coordinator

- \$0.15 is deducted from participant accounts monthly (\$1.80 annually) for the ESC Region 10 Cooperative fee.

Estate and Tax Planning Fees

- An annual fee of 0.10% (10 basis points) is charged to plan assets. These services may be provided by TCG directly or through third-party relationships.



401(a) Savings Plan Participant Fees

NO COST TO THE EMPLOYER

Total Annual Fees	
Investment Advisor Fee	0.10% (10 basis points)
Consulting Fee	0.32% (32 basis points)
Administration Fee	\$13.80 annual fixed fee
Custodial Fee	0.10% (10 basis points)
Plan Coordinator Annual Fee	\$1.80 per participant
Estate and Tax Planning Services Fee	0.10% (10 basis points)
Total Fee	0.62% (62 basis points) \$15.60 per participant

Participant Fee Breakdown

TCG Advisors, Investment Advisor

- An annual fee of 0.10% (10 basis points) is charged to plan assets.

TCG Consulting, Consultant

- An annual fee of 0.32% (32 basis points) is charged to plan assets.

TCG Administrators, Third Party Administration Service

- \$13.80 is deducted from participant accounts annually for the third-party administration cost.

Matrix Trust - Trustee

- An annual fee of 0.10% (10 basis points) is charged to plan assets.

ESC Region 10, Plan Coordinator

- \$0.15 is deducted from participant accounts monthly (\$1.80 annually) for the ESC Region 10 Cooperative fee.

Estate and Tax Planning Fees

- An annual fee of 0.10% (10 basis points) is charged to plan assets. These services may be provided by TCG directly or through third-party relationships.

Value Added Services

529 Plan

TCG will provide a 529 Plan with no commissions. TCG Administrators, its affiliate, will provide Common Remitter services for the Plan for each District for a charge of \$.50 per participant per month.

401(k) plan administration, recordkeeping, and investment advisory services

TCG is offering 401(k) plan administration, recordkeeping, and investment advisory services as a value added service. Pricing is not to exceed:

TCG Administrators Plan Administration Fee Not to Exceed

.40% (40 basis points): annual percentage of plan assets, billed quarterly to participant accounts

\$50 annual recordkeeping fee per participant account

\$10,000 annual Employer paid administration fee or flat annual fee

TCG Administrators Plan Administration Fee Not to Exceed

.40% (40 basis points): annual percentage of plan assets, billed quarterly to participant accounts

Financial Pathway

TCG is offering Financial Pathway, comprehensive financial wellness solution, as a value added service. Pricing is not to exceed:

Base Pricing [Learning module videos] - \$5 annually per eligible employee

Ascend Package [Learning module videos + Planning Toolkit] - \$7 annually per eligible employee

Summit Package [Learning module videos + Planning Toolkit + Live Advisor Support] - \$10 annually per eligible employee

Everest Package [Learning module videos + Planning Toolkit + Live Advisor Support + Executive Team Coaching] - \$10 annually per eligible employee, plus \$550 per Executive with 20 person minimum.

iLOCK360 Pricing

Services described below will be provided at pricing not to exceed the stated rates.

Monthly Payroll-Deducted Pricing

iLOCK360 Basic Plan	Employee	Provided at no charge to all participants in plans in the Region 4 125 Cooperative if their employer chooses to receive this in lieu of a fee that can be paid to participating employers (described in the TCG Consulting agreement with Region 4/National IPA/TCPN)
iLOCK360 Plus Plan	Employee	\$12/month per individual
	Children (Add on)	Additional \$10/month
	Spouse (Add on)	Additional \$14/month
	Family (Add on)	Additional \$24/month
iLOCK360 Premium Plan	Employee	\$20/month per individual
	Children (Add on)	Additional \$10/month
	Spouse (Add on)	Additional \$14/month
	Family (Add on)	Additional \$24/month

Monthly Employer-Paid Pricing

iLOCK360 Pre-Breach Services	\$2/month per employee
iLOCK360 Breach Mitigation Services	\$10/month per employee

eLOCK360 Pricing

	Annual Fee ¹
1 to 500 Employees	\$6,000
501 to 1,000 Employees	\$12,000
1,001 to 3,000 Employees	\$24,000
3,000+ Employees	\$48,000

Cybersecurity Consulting Pricing

	Hourly Rate ²
Analyst	\$125
Consultant	\$175
Manager	\$225
Director	\$300
Managing Director/Partner	\$350

¹In addition to the Annual Fee, the customer may purchase Cybersecurity Consulting services and training at the rates described in the “Cybersecurity Consulting Pricing” section.

²Actual out of pocket expenses will be charged in addition to the stated Hourly Rate.

Fee Schedule Voluntary 457(b) Plan

Total Annual Fees

TCG Advisors Investment Advisor Fee	65 basis points
TCG Administrators Administration Fee	25 basis points + \$36.00
Custodial Fee	10 basis points
ESC Region 13 Fee	\$1.20
Total Annual Fee per Participant	\$37.20 + 1.00%

Fee Breakdown

TCG Advisors Investment Advisor

- An annual fee of 65 basis points (0.65%) is charged to plan assets.

TCG Administrators Third Party Administration Service

- An annual fee of 25 basis points (0.25%) is charged to plan assets
- \$3.00 is deducted from participant accounts monthly (\$36.00 annually) for the TCG Administrators' administration fee

Matrix Trust Trustee

- An annual fee of 10 basis points (0.10%) is charged to plan assets

ESC Region 13 Plan Coordinator

- \$0.10 is deducted from participants' accounts monthly (\$1.20 annually) for the ESC Region 13 Cooperative fee

TCG Advisors, LP will not accept payment of 12b-1 fees or revenue sharing of any kind. Any revenue received will be used to offset plan expenses.



Fee Schedule 401(a) Plan

Total Annual Fees

TCG Advisors Investment Advisor Fee	65 basis points
TCG Administrators Administration Fee	\$60
Custodial Fee	10 basis points
ESC Region 13 Fee	\$1.20
Total Annual Fee per Participant	\$61.20 + 0.75%

Fee Breakdown

TCG Advisors Investment Advisor

- An annual fee of 65 basis points (0.65%) is charged to plan assets.

TCG Administrators Third Party Administration Service

- \$5.00 is deducted from participant accounts monthly (\$60.00 annually) for the TCG Administrators' administration fee

Matrix Trust Trustee

- An annual fee of 10 basis points (0.10%) is charged to plan assets

ESC Region 13 Plan Coordinator

- \$0.10 is deducted from participants' accounts monthly (\$1.20 annually) for the ESC Region 13 Cooperative fee

TCG Advisors, LP will not accept payment of 12b-1 fees or revenue sharing of any kind. Any revenue received will be used to offset plan expenses.



Fee Schedule 457(b) FICA Alternative Plan

Total Annual Fees

TCG Advisors Investment Advisor Fee	50 basis points
TCG Administrators Administration Fee	150 basis points
Custodial Fee	Included in TCG Admin. fee
ESC Region 13 Fee	\$1.20
Total Annual Fee per Participant	\$1.20 + 2.00%

Fee Breakdown

TCG Advisors Investment Advisor

- An annual fee of 50 basis points (0.50%) is charged to plan assets.

TCG Administrators Third Party Administration Service

- An annual fee of 150 basis points (1.50%) is charged to plan assets.

ESC Region 13 Plan Coordinator

- \$0.10 is deducted from participants' accounts monthly (\$1.20 annually) for the ESC Region 13 Cooperative fee

TCG Advisors, LP will not accept payment of 12b-1 fees or revenue sharing of any kind. Any revenue received will be used to offset plan expenses.

ACA Services

Available to Employers

Affordable Care Act Reporting designed to assist the Employer in complying with Internal Revenue Sections 6055 and 6056. Through our partnership with Businessolver, PSST, and Selerix, First Financial Administrators, Inc. is able to offer the purchase of ACA services through the TCPN/ Region 4 ESC Cooperative (TCPN) Contract.

Partnering Vendor Responsibilities

- Store Data in 1095 Reporting
- Import any updated data provided by the client
- Complete any fulfillment/transmittal of data as contracted by a client

Employer Responsibility

- Quarterly or Annual Data Review
 - Clients need to review/update/approve their data each quarter
- Annual Data Certification
 - Each year prior to creation of any fulfillment or transmittal to the IRS, the clients must all certify the data we have housed for fulfillment/transmittal

OPTION	HOW IT WORKS	PRICING*
BASIC REPORTING OPTION	<ul style="list-style-type: none"> • Allows districts to view and run two reports monthly • Using that information, the district completes all 1095 forms themselves 	Provide at NO CHARGE for TCPN 125 Cooperative Participating Agency
ACA ELIGIBILITY TRACKER	<ul style="list-style-type: none"> • Determines variable hour employees eligibility through time tracking data sent by client • Allows part time employees or substitutes who may be eligible to log into website and elect or waive coverage electronically – if you desire that option 	\$0.75 per variable hour employee each month
REPORTING OPTION 1 Data Storage**	<ul style="list-style-type: none"> • Stores data for 1095 reporting • Clients may need to provide and verify some of this data on a quarterly basis 	\$0.15 per employee per month fee If ACA Eligibility Tracker is used, the \$0.15 per employee, per month is waived for the variable hour employees and only charged for all other employees
REPORTING OPTION 2 Fulfillment (must have Data Storage)	<ul style="list-style-type: none"> • Provides employees with final 1095-C reporting via digital or paper fulfillment 	\$1.50 per employee for paper fulfillment, plus postage and/or \$1.00 per employee for large batch digital copy
REPORTING OPTION 3 IRS Transmittal Service (must have Data storage)	<ul style="list-style-type: none"> • Transmits actual 1094-C and 1095-C data to IRS 	\$7,500 per successful transmission***

*Pricing not to exceed

**The standard file layout for these reporting options will be in a .csv format. The client must then format it for IRS filing requirements, unless they are using our transmittal services.

***Up to 100 MB: additional transmissions required by IRS beyond 100MB is \$500 for each subsequent transmission.

FMLA Administration

Available as an added value for our clients.

First Financial Administrators, Inc. partners with vendors to provide accurate and compliant FMLA administration for our clients.

First Financial Administrators, Inc. (FFA) knows that FMLA compliance is a complex business. Non-compliance can lead to loss of productivity, out of control absenteeism and even high cost litigation. The FMLA Administration we offer with our partners have leave specialists dedicated to providing fair and consistent administration of each leave of absence.

FMLA Administration

FMLA Administration can streamline the process and provides FMLA compliance.

Employers are given access to:

- Multiple ways to report FMLA events
- Immediate notification of FMLA denial
- Documentation of all communication
- 24/7 Online FMLA activity reports
- Staff to do training for FMLA federal and state regulations, proper employer procedures and review of leave policies

Employee Responsibility

- Notify employer HR Department of the need, reason, and any documentation for leave request
- Report return to work to FMLA Administrator or Employer HR Department.

Our Responsibility

Once the information is supplied by an employer, we assume the responsibility of the FMLA administration by:

- Generating all notifications and timely communications by letter and emails to the employees and employer
- Reminders sent to employees for completed paperwork.
- Upon receipt of completed paperwork, will send notices of rights and responsibilities
- IF denied, we will send notice of denial with a 7 day appeal option; a denial letter after appeal period; remove FMLA time and reapply using employer attendance policy
- IF approved, we will request medical documentation from the employee with a due date; upon receipt of documentation by the due date, we will calculate leave based on regulations and employer policy
- Track and monitor FMLA time taken; send certification document when time is up or leave changes
- Upon exhaustion of FMLA or receipt of medical release, notification is mailed to employee
- Keep clear documentation of all events related to the leave administration.

First Financial Administrators, Inc. will provide you with FMLA administration, customer service, and assure with FMLA complaints.

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Agreed

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Agreed

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see our response regarding the New Jersey questionnaire

iv. Describe how Offeror responds to emergency orders.

NA for this type of service.

v. What is Offeror's average Fill Rate?

NA for this type of service.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

NA for this type of service.

vii. Describe Offeror's return and restocking policy.

NA for this type of service.

viii. Describe Offeror's ability to meet service and warranty needs.

NA for this type of service.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Our customer service operations are open from 8:30 am, to 7 pm CT, Monday through Friday. In the event of a problem that cannot be resolved by CS personnel, it will immediately be escalated to higher levels of management until resolved.

- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
NA for this type of service.
- xi. Describe Offeror's contract implementation/customer transition plan.
We have a full-service installation team that works with each client to implement our services and agree on a time line for implementation.
- xii. Describe the financial condition of Offeror.
First Financial and HUB International/TCG Partners are privately owned corporations. Financial statements are available upon request.
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
www.tcgservices.com
www.ffga.com
The ordering questions are NA for this type of service.
- xiv. Describe the Offeror's safety record.
NA for this type of service.
- xv. Provide any additional information relevant to this section.
None

Area 1 Section 125 Cafeteria Plan

A. Scope of Services

IRS Section 125 permits employers to structure a benefits program so that employees have the option of setting aside pre-tax dollars to pay for certain qualified benefits.

Region 4 ESC is requesting services of a third-party administrator or insurance company with history of 125 administration.

B. Special Terms and Conditions

- i. **Offer assistance at all times for district administrators and employees, ranging from answering phones on products to responding to queries on billing information.**

A team email will be established for escalated administrative issues, or employees can directly contact their assigned account managers (AM) to assist. Participants/employees also have email and toll free phone lines, and may contact the district's assigned AM or Customer Service Specialist (CSS) to assist them.

- ii. **Work closely with administrators and direct insurance committee to determine plan design and type of products that would best serve participants.**

Confirmed, First Financial Cooperative Manager will go to the marketplace and obtain competitive bids from approved vendors and do their comparison of plans/products with features, plan design and options, any limitations, guarantee issues, rate guarantees, rates, and special value programs offered. After this process, the Cooperative Manager will arrange a comparative format for the client administration and/or insurance committees to view side-by-side and determine what products will be offered to participants for the Section 125 enrollment.

- iii. **Assist administrators and committees in determining which products are qualified under Section 125.**

First Financial Administrators, Inc. will provide eligibility and compliance guidance on the Section 125 Plan.

- iv. **Review, evaluate and analyze all products under Section 125 and submit findings to administrators and committees.**

Confirmed. An annual review and evaluation of all Section 125 product offerings will be performed.

- v. **Assure that products offered under Section 125 continue to be qualified and maintain proper ratings.**

Confirmed.

- vi. **Conduct meetings and enrollments with all personnel on mutually agreed upon days to educate and inform participants, and answer questions on the plan, its benefits and products.**

A formal communication plan is established each year to inform and educate participants on enrollment assistance plan with available options/choices including: on-site representatives to explain benefit plans one-on-one and assist with enrollment platform navigation. Additionally, we offer an Employee Assistance Center (EAC) by phone or virtual group meetings, and/or group enrollment assistance. These services address all participants' wants and/or needs.

- vii. **Assure continuing compliance with Internal Revenue Code and Department of Labor regulations and rules for the employer. Share this information with the proper district staff.**

DOL notifications of regulatory changes are quickly communicated.

- viii. **Process and administer all new and existing payroll deductions with insurance companies for payroll deducted financial and insurance products under Section 125.**

Our benefit management platform is integrated with our invoicing system. The employer portal includes the ability to download the invoice to allow for a file compare to payroll registers for the Employer to easily identify discrepancies. Any discrepancies can be reported to the designated billing representative who verifies and creates the necessary adjustments for the invoice OR the Employer can submit the payroll deductions and the Processing Specialists will provide the discrepancies for a quick and effortless reconciliation.

- ix. **Provide information to plan participants on a routine basis concerning fiscal status.**

The annual benefit confirmation discloses the tax status for each of the elected benefits. The enrollment platform provides the participant the ability to review tax status. In addition to reviewing the tax status, the enrollment benefit center also provides educational material on the Section 125 rules for mid-year election changes.

- x. **Process and administer all medical reimbursement and dependent care spending account claims through a debit card that provides maximum claims payment efficiency for plan participants.**

Our no-fee benefit card is also tied to a web portal and mobile app for accessibility to employees on current transactions, payments, submission of any requirement EOBs or receipts. Our debit cards have the ability to handle FSA, DCA and/or HSA on the same card. Dependent debit cards, if desired, can be tied to employees checking accounts for direct deposit capability.

Managing your benefit account(s) on-the-go is made easy with the FF Mobile Account application. This powerful, intuitive mobile app gives you access to view your account balances, update your profile, submit a claim, and much more, right from your Android or Apple mobile device. FF Mobile Account provides a personalized experience and delivers meaningful insights to better guide your healthcare spending. The app also offers recommendations for savings on healthcare items such as prescription medications.

- xi. **Allow for faxing of claim forms.**

Yes, claims can also be uploaded through our mobile app.

- xii. **Provide if desired, direct deposit claims reimbursements to participant checking accounts.**

We offer direct deposit to expedite the receipt of dollars.

Account updates are included on all reimbursement checks and notification stubs if direct deposit.

C. Category Specific Required Responses

- i. **Identify the third-party administrator. Include a copy of the TPA license or, if insurance companies, provide evidence of successful Section 125 administration.**

Financial Administrators, Inc. (FFA) is an independent third-party administration (TPA) company and only involved with insurance carriers and securities brokers on a customer service level and the remitting of premium. A copy of our TPA license is included.

- ii. **What is the average processing time between receipt of contributions and disbursement to vendors? Describe the process.**

If our consolidated billing service and online enrollment platform is utilized, our goal and commitment is to perform the reconciliation and disbursement of premium and/or investment funds within two business days, if received in a mutually acceptable format.

- iii. **What is the average turnaround time for client claims of dependent care and un-reimbursed medical? Describe the process.**

We offer participants the option to upload claims through our website, toll free fax line, or our convenient smartphone app in order to avoid mail delays when submitting claims and offer direct deposit to expedite the receipt of dollars. Account updates are included on all reimbursement checks and notification stubs if direct deposit. Participants can also access account information via our secure online portal. We pay claims on a continual and daily basis and reimburse medical expenses up to the annual election. Participants using the debit card are reimbursed at point of swipe. Debit card claims are immediately adjudicated for approval.

- iv. **Describe process for open enrollment and new hires.**

Before the annual enrollment, group meetings will be conducted on various centralized sites chosen by the District to educate employees on options available to them. Our fully licensed Account Managers will use several mediums of communication, including visual displays, videos, and enrollment brochures. Bi-lingual communication is also available to ensure that all

employees of the District understand the various benefit & tax plans. This information is maintained throughout the year to serve as reference for both existing employees and new hires. By utilizing the services of our enrollment team, eligible benefits can be offered to all employees during the education and enrollment process.

During both the annual enrollment, and the new hire enrollment, First Financial will provide as many on-site enrollers as necessary to facilitate a successful enrollment. Each employee will have the opportunity to meet with a licensed, experienced, salaried representative of First Financial on a personal level, if they wish to do so. During these one-on-one sessions, Employees are encouraged to discuss any personal concerns they may have about the plan and more specific details are given. After this discussion, our Account Representatives will enter the employee's election choices into their secure laptop system and generate an election/confirmation form for the employee's review.

We also provide a "do-it-yourself" online enrollment option for those who wish to complete enrollment unassisted through our online portal. Should the district allow for this option, extensive customer support from our fully licensed staff would be provided. There are no fees for any enrollment materials, or for any services provided during the enrollment process.

vi. List the services provided in administration of the Section 125 plan.

FFGA has the ability to handle and support the following benefit related services:

- Employee Benefit Consulting
- FFEnroll: a Benefit Administration System for both Assisted and Self-Enrollment
- Section 125 Cafeteria Plan
 - Flexible Spending Account Administration
 - Health Spending Account Administration
 - Online Portal and Mobile App
- FSA Features:
 - Account information
 - View card details and profile information
 - Submit FSA claims using an electronic claim form
 - View pending claims
 - Upload receipts and documentation
 - Receive alerts
 - Update direct deposit information
 - Flex and HSA participants receive a no fee benefit card for instant payment of medical expenses
- COBRA Administration
- On Leave and Single Source Billing and Reconciliation
- Online and Agent Assisted Enrollment Services
- Provide plans and products in the Section 125 plan through OMNIA-approved vendors

Area 2A Section 403 (b)

A. Scope of Services

These sections of the Internal Revenue Code provide employees of not-for-profit organizations with a powerful retirement savings plan. With an opportunity for financial security at retirement because of pre-tax contributions and tax-deferred accumulation, these plans provide a wide variety of investment options. Some of these options seek growth; others seek to maximize preservation of capital through stability. Offeror must be able to assist in compliance services and help on the event of an audit.

B. Special Terms and Conditions

- i. Standardize forms for completion of Salary Reduction Agreements, Exclusion Allowance Worksheets and Contribution Change/Stop Authorizations.

All done very simplified online at www.tcgservices.com

- ii. Offer assistance at all times for administrators and employees, ranging from answering questions on products to responding to queries on billing information.

Agreed

- iii. Calculate Annual Maximum and Annual Contribution limits base upon data provided by the employer and participants.

Agreed

- iv. Provide all necessary and appropriate personnel as required.

Agreed

- v. Provide a plan for notifying members of benefits offered.

Agreed

- vi. All work must conform to applicable laws, regulations and codes as well as acceptable industry standards and practices.

Agreed

- vii. Provide communication materials and other written, visual and audio aids to appropriately communicate the benefits of the plan to potential participants.

Agreed

- viii. Be responsible for all reporting, record keeping and reconciliation procedures and for participant's accounts under the plan.

Agreed

- ix. Assure that 403(b) vendors periodically provide members information regarding payment deferrals.

Agreed

- x. Assist the school district in meeting the new requirements of the final 403(b) final regulations effective September 24, 2007 and January 1, 2009, including providing all support services necessary to assist districts in complying with the regulations. Proposals must discuss exactly how this service will be provided.

Agreed

TCG Administrators is a full-service fee-only third party administration company that provides 403(b) administrative services to hundreds of school districts and other organizations. TCG Administrators would provide these services either under the 125 Cooperative, being paid fees from the Coop, or directly with the employer. TCG Administrators also provides 403(b) administrative services through some other retirement plan cooperatives and these could be made available

Area 2B Section 457

A. Scope of Services

This section of the Internal Revenue Code provides employees of not-for-profit organizations with a powerful retirement savings plan. With an opportunity for financial security at retirement because of pre-tax contributions and tax-deferred accumulation, these plans provide a wide variety of investment options.

B. Special Terms and Conditions

- i. Provide written plan document for each school district and all other forms and procedures to ensure compliance with tax laws and other applicable laws.

Agreed

- ii. Fund the plans through a trust or master custodial account managed by a professional investment advisor registered directly with the Securities and Exchange Commission and an investment advisory made up of educators. The plan must offer no-load or load-waived mutual funds, a stable value/return funds and money market funds on a common administration platform whereby employees can do the following:
 - a. Allocate their investments and make investment changes on a daily basis through an internet website, with immediate processing as of the close of the New York Stock Exchange the day the transaction is submitted by the participant (if submitted before the close of trading that day).
 - b. Obtain the value of their accounts in the plan on a daily updated basis and transaction history on an internet website.
 - c. Request distributions and plan loans through an internet website.
 - d. Choose among multiple investment allocation models in which the funds are managed by a professional investment advisor registered with the Securities and Exchange Commission.
 - e. Pay only per participant per month administration fees, asset-based investment advisory fees, asset based administrative fees and mutual fund expense fees, with no differentiation of the first two based on the investment or investment allocation model selected.
 - f. Pay no withdrawal penalties of any kind at any time.

Agreed

- iii. Provide for the employer's ability to move the funds in the plan with no restrictions or fees of any kind at any time.

Agreed

- iv. Offer assistance at all times for administrators and employees, ranging from answering questions on products to responding to queries on billing information.

Agreed

- v. Calculate Annual Maximum Contributions base upon data provided by employer and participants.

Agreed

- vi. Provide all necessary and appropriate personnel as required.

Agreed

- vii. Provide a plan for notifying members of benefits offered.

Agreed

- viii. All work must conform to applicable laws, regulations and codes as well as acceptable industry standards and practices.

Agreed

- ix. Provide communication materials and other written, visual and audio aids to appropriately communicate the benefits of the plan to potential participants.

Agreed

- x. Be responsible for all reporting, record keeping and reconciliation procedures and for participant's accounts under the plan.

Agreed

- xi. Provide members quarterly investment statements.

Agreed on all items above in Area 2B Section 457

Area 2D Section 457 (B) FICA Alternative Plan

A. Scope of Services

Many part-time employees are not eligible to participate in a pension program sponsored by school districts. Employees who are not members of a state retirement system may be covered under a FICA Alternative Plan rather than pay Social Security taxes. Employers also do not have to match Social Security taxes for employees in this plan. The plan must be set up properly under Section 3121 of the Code.

B. Special Terms and Conditions

- i. Provide written plan document for each school district and all other forms and procedures to ensure compliance with tax laws and other applicable laws.

Agreed

- ii. Fund the plans through a pooled trust managed by a professional investment advisor registered directly with the Securities and Exchange Commission and an investment advisory made up of educators that invests in individual bonds and other fixed instruments as well as no-load mutual funds, a stable value/return funds and money market funds on a common administration platform whereby employees can do the following:
 - a. Obtain the value of their accounts in the plan on a daily updated basis and transaction history on an internet website;
 - b. Request distributions and plan loans through an internet website;
 - c. Pay only per participant per month administration fees, asset-based investment advisory fees, asset based administrative fees and mutual fund expense fees, with no differentiation of the first two based on the investment or investment allocation model selected;
 - d. Pay no withdrawal penalties of any kind at any time;

Agreed

- iii. Provide for the employer's ability to move the funds in the plan with no restrictions or fees of any kind at any time.

Agreed

- iv. Offer assistance at all times for administrators and employees, ranging from answering questions on products to responding to queries on billing information.

Agreed

- v. Calculate Annual Maximum Contributions base upon data provided by employer and participants.

Agreed

- vi. Provide all necessary and appropriate personnel as required.

Agreed

- vii. Provide a plan for notifying members of benefits offered.

Agreed

- viii. All work must conform to applicable laws, regulations, and codes as well as acceptable industry standards and practices.

Agreed

- ix. Provide communication materials and other written, visual and audio aids to appropriately communicate the benefits of the plan to potential participants.

Agreed

- x. Be responsible for all reporting, record keeping and reconciliation procedures and for participant's accounts under the plan, including all plan rules such as vesting.

Agreed

- xi. Provide participants quarterly statements on plan activity, vested balance and other items related to the plan rules applicable to participants.

Agreed

Area 2E Section 529

A. Scope of Work

Region 4 ESC seeks a flexible program under which a donor can contribute funds to an investment account that accumulates on a tax-deferred basis to be used by a specific beneficiary for qualified higher educational expenses anywhere in the country at any accredited post-secondary educational institution allowable under Section 529 of the Internal Revenue Code.

B. Special Terms and Conditions

- i. Periodically provide members information regarding payment deferrals.
- ii. Include a determination letter from IRS as to the qualification status of the proposed plan.

A. Category Specific Required Responses

- i. List the services provided in administering a Section 529 plan.

TCG would offer this through and be administered by TD Ameritrade, now a subsidiary of Charles Schwab, operated under Bloomwell 529 Education Services.

Area 2F Group Medical Plan and Related Services

Group healthcare plan and related consulting services will be provided by awarded vendor through any contract resulting from this RFP. Services will be provided on a fee basis based on the scope of service. Member agencies utilizing any resulting contract will be afforded a wide array of healthcare related services and can customize the scope and depth of the services. Services available in this category include:

Please look at the response to these items after #19

- 1. Serve the District as an advisor and consultant regarding healthcare funding and delivery options. This service includes risk/reward scenarios involved with full insurance, self-funding, and state sponsored programs.**

- 2. Serve and assist the District in negotiating healthcare contract(s) resulting from the review noted above. Provide the District underwriting data and evaluation services to support contract modifications such as benefit differentials, funding options, IBNR, COBRA rates, contribution modeling and trend analysis.**

- 3. Prepare, distribute, evaluate and present findings of all healthcare RFP/RFQ efforts to District staff. Negotiate best and final offers from appropriate vendors and, negotiate, where appropriate, long-term rate/service guarantees designed to meet the goals of the District. Work with the District to develop vendor evaluation criteria.**

- 4. Assist the District in preparing periodic reports to the District's Board of Trustees and the District's Employee Insurance Committee regarding the progress of the various healthcare plans.**

- 5. Assist the District with implementation plans for any healthcare coverages/services, integrating appropriate assignments of duties to vendors, while maintaining proper oversight responsibilities required by the Administration.**

- 6. Assist the District with premium funding projections during its annual budget process. Review long term healthcare contribution philosophy and budgetary agenda and best apply those resources to a meaningful long term healthcare package.**

7. Provide the District with overall plan management and quality assurance services including, but not limited to the following:

- Claims reporting - Regulatory compliance and reporting
- Benefit design- COBRA
- Stop-Loss management - Open enrollment
- Customer service - Cost containment
- Plan administration and claims paying services

8. Provide periodic benchmarking comparisons of healthcare plans of benefits and employer/employee contributions to area school districts and comparable businesses.

9. Provide periodic healthcare reports using payor data on claims and fixed expenses, and relate those to total premium and expectations for renewal. Add historical perspective to premium and claims data for all healthcare coverage and provide reports as needed by the District.

10. Provide national, regional, and local medical inflation data and compare that to specific District plan inflation.

11. Review and make recommendations to the District on healthcare cost containment mechanisms, as relates to return on investment and participant impact.

12. Meet periodically with the District's staff relating to levels of customer service received

from various healthcare vendors, and where required intercede with both parties to assist in problem resolution.

13. Review new or proposed healthcare services provided to the District by outside vendor(s) to determine most efficient delivery of service.

14. Act as the District's representation to all outside healthcare service vendors; collecting information and making periodic presentations of their offerings.

- 15. Provide direct provider contracting service for all local and regional healthcare providers.**
- 16. Continuously monitor, update, and recommend improvements to the healthcare plan as efficiencies are created and technology changes and introduce programs and/or services which enhance the benefits program, support employee awareness and/or offer a positive return on investment.**
- 17. Oversee all disease management and wellness initiatives to insure participant involvement, return on investment, and changes in population need.**
- 18. Capture and report payor data using a data analytics resource which identifies costs drivers, costs savings opportunities, and benchmarks utilization and costs to national and regional norms.**
- 19. Provide access and expertise to legal resources, document preparation and filing, ongoing education and alerts, Health Insurance Portability and Accountability Act (HIPPA) compliance, Affordable Care Act (ACA) compliance, federal, state, and local legislative education and compliance, and other resources to assist with ad hoc compliance issues.**

In response to Area 2F – Group Health and Related Services - #1 - #19, Proposers will be working with their affiliates and other partnered consultants that specialize in the medical plans and services that go with the medical plan marketplace. We have been doing this with them for the last 4 years and have good relationships with several so we can introduce them into our accounts for specialized medical information, bids, discount programs, rebates available, wellness programs, weight and tobacco programs etc. We then train our people enrolling those plans in the district, so we are the ones that explain to the employees with customer service back up team from the medical providers for us if needed and special questions.

Currently we work with 3 other partnered vendors for ACA purposes and to assist with the audits and error corrections for our district in the 125 Coop Program.

Category 2: Operate the Region 4 ESC program for Section 125 Plan Services and Supplemental Insurance Products, also known as the “125 Solution Program” and “Program” herein.

Agreed

Region 4 ESC intends to contract with the Offeror/Third Party Administrator, TPA to provide vendors to supply the following services that will be administered by the Offeror/TPA.

Agreed

Proposer should provide its costs for providing these services through the Program, which may be different than the costs proposed for some of these services on a stand- alone basis elsewhere in this RFP.

We would provide these services through the 125 Coop and have been doing this since 2005 with the 125 Coop.

Proposer must submit substantiation of its experience operating a Program in the manner described herein and its ability to provide legal counsel to keep the Program in compliance with applicable state and federal laws.

Proposers have been running the program with direction from Region 4, TCPN, National IPA , and OMNIA and have a good record of experience from the 125 Coop itself. We do know our programs and do have a legal cabinet of attorneys we can turn to for guidance, clarification, and/or process to follow if any circumstances arise that these are needed on issues.

It is assumed by Region 4 ESC that any of the services in the Program may be offered on a stand-alone basis unless noted otherwise by the Proposer.

Agreed.

Services Required:

Description of the 125 Solution Program (the "Program")

The Program will offer products and services to Participating Agencies that include the following:

- 1. Supplemental Insurance Products that will include the products listed below:**
 - a. Disability Income Insurance**
 - b. Dental Insurance**
 - c. Vision Insurance**
 - d. Group Term Life Insurance**
 - e. Long Term Care Insurance**
 - f. Group Legal Insurance**
 - g. Cancer Insurance**
 - h. Heart/Stroke Insurance**
 - i. Individual Life Insurance**
 - j. Critical Illness Insurance**
 - k. Any other products or services mutually agreeable to Region 4 ESC and the Agent**

Confirmed.

- 2. 125 Cafeteria Plan Flexible Spending Accounts using a Visa or MasterCard debit card to deliver claim payments for medical and dependent care expenses.**

Confirmed.

- 3. All other full 125 Cafeteria Plan administration.**

Confirmed.

- 4. Common remitter service for paying bills from insurance companies and/or 403(b) vendors.**

Confirmed.

- 5. Full website enrollment of all of the Agency's employee benefit plans, including the group medical plan:**

- a. Paperless delivery of benefits**

Confirmed.

b. Upload data to payroll electronically

Confirmed.

c. Electronically transfer data to vendors

Confirmed.

6. Enrollment services and management

Confirmed.

7. Consulting on plan compliance, products and any other employee benefit services, including group medical plans, as mutually agreeable to Region 4 ESC, the Agency and the Consultant sub-contracted by the Agent.

Confirmed.

The Program will (a) charge a specific fee for each service, that is disclosed to the Participating Agency, (b) all commissions will be paid to the Agent which will be the “agent of record” for the products, with records open to the Participating Agency, (c) the Service Providers will be paid a fee by the Agent in return for their work that will be substantial and ongoing.

In order to deliver the Program through any resulting contract, all of the supplemental insurance products listed above will be subject to a competitive solicitation process at the mutual discretion of Region 4 ESC and the awarded vendor, purchased through any resulting contract in which the Agency participates, and/or purchased through any resulting contract in which a Participating Agency participates if approved by the Agency. Supplemental insurance products may also be replaced through competitive solicitation to replace insurance companies that either withdraw from the Program or that fail to meet service requirements at the mutual agreement of Region 4 ESC and the awarded vendor.

The goal of the competitive bidding process as described above will be to secure three (3) or more companies to deliver each of the supplemental insurance products. Agencies will then be able to choose the products they want for their employees from the list of winning bidders. The goals of the program with regard to the supplemental insurance products are to first obtain the best combination of services and rates for participating employees and second to obtain the revenue necessary to pay the cost of delivering the program.

Region 4 ESC will act as the Coordinating Agency to deliver the program to other Participating Agencies through any contract resulting from this RFP. Awarded vendor will coordinate the bidding process, all of the Service Providers and delivery of the services.

Duties of the Service Providers to the Program

(Proposer should submit evidence of its ability to provide each of these services)

Each Service Provider shall perform the functions listed below under a contract with the Agent and the Agency

1. Participating Agency

- a. Provide required payroll data to other Service Providers by creating an electronic file in a format mutually agreeable to Service Providers and Agency.**

Confirmed.

- b. Accept required payroll data from other Service Providers in an electronic file in a format mutually agreeable to Service Providers and Participating Agency.**

Confirmed.

- c. Provide required payroll data to Product Providers by creating an electronic file in a format mutually agreeable to Product Providers and Participating Agency.**

Confirmed.

- d. Accept required payroll data from Product Providers in an electronic file in a format mutually agreeable to Product Providers and Participating Agency.**

Confirmed.

- e. Require and support enrollment of participants in the program through a website enrollment system established and maintained by the Third Party Administrator.**

Confirmed.

- f. Provide workspace, telephone, computer support and office supplies to the employee of the Enrollment Company assigned to the Participating Agency on a full or part-time year-round basis. The cost of telephone, computer support and office supplies may be limited by agreement between the Participating Agency and the Enrollment Company.**

Confirmed.

- g. Provide workspace and access to employees for the other Service Providers in the program for the purpose of educating employees about the products**

and services available in the program and to allow such employees to enroll on a voluntary basis in the program.

Confirmed.

- h. Use its staff and other resources to make its best efforts to educate employees about the products and services available in the program so that employees may enroll on a voluntary basis in the program.**

Confirmed.

2. Third Party Administrator

Plan Administrative Services:

- a. Provide plan documents and summary plan descriptions, including updates as needed by due to changes in applicable laws and regulations.**

Confirmed. All documents are provided and maintained at no cost.

- b. Maintain records of eligible employees and their salary reduction and deduction amounts, including each employee's annual election and the allocation of each employee's contribution to the funds and/or products available under the program.**

Confirmed.

- c. Determine each employee's eligibility to enter the program and to change election amounts under the program, in accordance with federal law and the Participating Agency's plan rules.**

Confirmed.

- d. Answer compliance questions for Participating Agency administrative and payroll personnel and employees.**

Confirmed.

- e. Assistance with corrective action on compliance problems involving the program with the Internal Revenue Service or other regulatory agencies;**

Confirmed.

- f. Preparation and filing of the annual 5500 form or any other schedules or forms applicable to the program, as required by the Internal Revenue Service or other regulatory agencies.**

Confirmed.

- g. Provide payment of Flexible Spending Account claims using a VISA or MasterCard debit card. A card will be issued to each employee participating in Flexible Spending Accounts. Employees may elect to submit claims by paper. All Flexible Spending Account claims will be paid in compliance with federal and program rules.**

Confirmed. There is no fee for the debit card to the District or the Participant. Claims can be submitted online, via fax, or immediately at point-of-sale when the debit card is used.

- h. Exchange payroll data and changes with the Participating Agency to support employee deductions in the program by use of electronic files.**

Confirmed.

- i. Provide payment of the Participating Agency's 403(b) contributions, 125 plan contributions and/or after tax premiums contributions to Product Providers on behalf of the Agency, using electronic data files provided by the Participating Agency and funds provided to the Third-Party Administrator in advance of the payments by the Participating Agency.**

Confirmed.

- j. Balance employee payroll deductions from Participating Agency.**

Confirmed.

- k. Remit funds to Product Providers within 2 business days of receipt if contribution records are received in good order from the Participating Agency. All funds that can be processed shall be sent to vendors immediately and only funds that cannot be reconciled shall be delayed.**

Confirmed.

Website Enrollment Services

- a. Develop and maintain an internet website to allow employees to enroll in the program, the Agency's health/medical insurance program ("Health Insurance") and any other Participating Agency benefit programs that the Third Party Administrator and the Participating Agency mutually agree to include on the website ("Other Benefits").**

Confirmed. First Financial will provide an employee website at no cost to the School. We are able to provide an intuitive launching pad where employees can access their plan information, HSA/FSA account balances, file claims, enroll in benefits, etc. The website can be personalized and accessible at your discretion.

- b. Process and complete the Internet based enrollment by employees in the program, Health Insurance and Other Benefits.**

Confirmed.

- c. Create and maintain online employee benefit statements for each employee summarizing the benefits selected by such eligible employee, based solely upon information provided by the Participating Agency and/or Product Providers. If the Third Party Administrator agrees to accept such data directly from the Health Insurance or Other Benefits providers, the Participating Agency agrees to be responsible for the accuracy of any data provided to the Third Party Administrator.**

Confirmed.

- d. Provide and maintain forms and rate calculators either developed by the Third Party Administrator or provided by Product Providers and Health Insurance and Other Benefits Providers, to enable employees to enroll in the program, Health Insurance and Other Benefits selected by employees.**

Confirmed.

- e. Cooperate and coordinate with the Participating Agency or any other parties employed by the Agency to develop informational materials regarding the Program, Health Insurance and Other Benefits to coordinate and facilitate the delivery of both the services provided by the Third-Party Administrator to employees in a manner satisfactory to the Participating Agency.**

Confirmed.

- f. Use computer hardware and software to enable employees to access the website within reasonable time frames and with reasonable response times, based upon the anticipated number of employees and the use of the website as contemplated by the Agreement with the Third-Party Administrator.**

Confirmed.

- g. Provide customer service support for the Participating Agency and employees by email and telephone.**

Confirmed. Dedicated Service Representatives live and office in local territories to provide availability.

- h. Use reasonable efforts to implement any modifications or specifications to the services to be provided by the Third-Party Administrator requested by the Participating Agency; provided that the Third Party Administrator may charge the Participating Agency additional fees for any modifications not within the scope of the Agreement between the Third-Party Administrator and the Participating Agency.**

Confirmed.

- i. **Exchange employee salary deduction and enrollment with the Participating Agency, Product Providers, the Health Insurance provider and Other Benefits providers as needed to facilitate the enrollment and salary deductions of employees.**

Confirmed.

3. The Agent

The Agent for the Program:

- a. **Hire all other Service Providers as listed in this exhibit III.**

Confirmed.

- b. **Act as the Licensed Agent to receive commissions for the program from the Product Providers.**

Confirmed.

- c. **Deposit all commissions received into a bank account of a bank licensed to do business in the United States for the program.**

Confirmed.

- d. **Receive invoices from the other Service Providers and/or set up an automated payment program based on current records from the Agencies participating in the program, and pay such invoices from the program bank account within fifteen (15) days of receipt, to the extent funds are available in the bank account.**

Confirmed.

- e. **Deduct fees from the bank account in accordance with the Agent's agreement with the Agency, Participating Agencies, and other Service Providers.**

Confirmed.

- f. **Provide periodic statements no less than semi-annually to the Agent and the Agency, Participating Agencies, and other Service Providers listing income received by source and date and expenses paid by recipient and date for the three (3) months in the quarter.**

Confirmed.

4. The Enrollment Company

a. **In its role as the Enrollment Company for the program, the awarded vendor shall provide the following services:**

i. **Provide staff to educate employees about the products and services available in the program and to enroll on a voluntary basis in the program.**

Confirmed. All enrollers are employees of First Financial, not contract enrollers.

ii. **Education shall include group meetings, video presentation and such other communication as are mutually agreed upon by the Participating Agency and the Enrollment Company.**

Confirmed.

iii. **Provide a full or part-time employee to the Participating Agency (depending on the number of employees of the Participating Agency, on site year-round to educate employees about the program and provide other administrative support at the Participating Agency for the program. The salary level of the employee provided and the number of hours that such employee shall be made available to the Participating Agency shall depend on the number of employees of the Participating Agency.**

Confirmed. For groups participating in the complete 125 co-op benefit program, an on-site employee can be provided if the participating agency has over 5000 eligible employees.

iv. **Serve as the expert on the products and offered by the Product Providers in the program.**

Confirmed.

v. **Serve as the primary liaison between the Product Providers, the other Service Providers, the Agency, and employees, particularly with regard to answering questions and meeting the needs of employees in the program.**

Confirmed. Dedicated staff will assist and act as liaison between all departments.

vi. **Agree to maintain all necessary state insurance licenses to enable it to sell products offered by the Product Providers, be appointed as an agent with the Product Providers and assure that any personnel**

provided by the Enrollment Company working in Participating Agencies that need to have insurance licenses to perform their functions obtain and maintain such license.

Confirmed.

5. Coordinating Agency (the “Agency”)

- a. Market and promote the program to potential Participating Agencies.**

Confirmed.

- b. Oversee the development of the RFP to obtain Product Providers for the program.**

Confirmed.

- c. Oversee the evaluation of the responses of the Product Providers to the RFP and make the final selection of the Product Providers to be awarded contracts.**

Confirmed.

- d. Oversee the work of the Consultant, the other Service Providers selected by the Consultant Contractor and the Product Providers in meeting the needs of Participating Agencies in the program.**

Confirmed.

- e. Obtain an inter-local agreement from each Participating Agency in the program and a contract with the Participating Agency to perform services in the program in order to be paid a fee.**

Confirmed.

- f. Provide administrative support to the Program and Consultant as needed.**

Confirmed.

- g. Assist Participating Agencies with advice regarding payroll systems issues and financial issues relating to the program.**

Confirmed.

6. Consultant

- a. **Provide consulting services for the Agent and the Agency's Program including the design and implementation of the program, working with the Agent and the Agency staff, obtain the Service Providers necessary to implement and administer the program ("Service Providers"), draft the Request for Proposals ("RFP") for insurance product providers ("Product Providers") necessary to operate the program in accordance with state and Agency purchasing rules, oversee and direct the work of all other Service Providers and Product Providers in the program, evaluate the responses from proposers, and present the results to the agency.**

Confirmed.

- b. **Monitor and evaluate the products and services of the Service Providers and Product Providers and assist the agency in replacing or adding to the Service Providers and Product Providers as appropriate.**

Confirmed.

- c. **Audit the invoices from the Service Providers and payments from the Product Providers for compliance with the terms of the program.**

Confirmed.

- d. **In no event shall any Product Providers participate in the program longer than a period of three (3) years without submitting a new bid in response to a new RFP. Consultant shall work with the Agency staff to conduct each such RFP process in the same manner as described in item (1).**

Confirmed.

- e. **For each public school district, governmental agency or other employer ("Participating Agency") that chooses to participate in the program, consultant shall assist in analyzing the Participating Agency's applicable financial data, assist the Participating Agency staff and the Agent and the Agency staff in developing the most effective and efficient plan design to implement the program, within the framework of the Participating Agency's budget, federal tax laws and other state and local laws.**

Confirmed.

- f. **For each Participating Agency in the Program, provide ongoing consulting regarding their program operation and design and such changes needed to achieve Participating Agency goals for the program.**

Confirmed.

- g. **Review and monitor the Program design to keep it competitive and in compliance with state and federal laws.**

Confirmed.

- h. Develop and/or review all forms, documents, and operational procedures of the program to assure that the Program is delivered in an effective and efficient manner to Participating Agencies, meets applicable legal requirements and meets the goals for the program established by the Agent and the Agency.**

Confirmed.

- i. Answer compliance questions as they arise from the Agent, the Agency staff and the Participating Agencies in the program.**

Confirmed.

- j. Assist with audit or compliance issues involving the program with the Internal Revenue Service or other regulatory agencies.**

Confirmed.

- k. Research changes in federal laws and regulations and other rules to determine the effect of these on plan design and operations and keep the Agent and the Agency staff and Participating Agencies informed of actions needed.**

Confirmed.

- l. Provide any other employee benefit-consulting services required, including consulting on group medical plans.**

Confirmed.

- m. It is acknowledged by all parties that consulting services under item l. may be sub- contracted by the consultant with the permission of Region 4 ESC and the Agent.**

Confirmed.

7. Marketing Agency

- a. Market the program to other prospective districts and other agencies.**

Confirmed.

- b. Such marketing activities shall be limited to explaining the general characteristics of the program and the Marketing Agency's own experience with the program as a Participating Agency.**

Confirmed.

- c. **Marketing Agency shall not in any manner promote or otherwise engage in any sales activities of specific supplemental insurance products that would require licensing as an insurance agent.**

Confirmed.

Texas Department of Insurance



CERTIFICATE NO. 12442

COMPANY NO. 30-095439

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

JNT GROUP, INC.
(Doing Business As JEM RESOURCE PARTNERS)

WEBSTER, TEXAS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

THIRD PARTY ADMINISTRATOR

within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled, or suspended according to law.

IN TESTIMONY WHEREOF witness my

hand and seal of office at Austin, Texas, this

3RD day of MARCH, A.D. 2000

JOSÉ MONTEMAYOR
COMMISSIONER OF INSURANCE

BY



MATT RAY
DEPUTY COMMISSIONER
LICENSING DIVISION



STATE OF TEXAS
STATE BOARD OF INSURANCE

Certificate No 9448



Company No. 30-005018

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

FIRST FINANCIAL ADMINISTRATORS, INC.

HOUSTON, TEXAS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Third Party Administrator

~~insurance~~ within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my
hand and seal of office at Austin, Texas, this
11th day of December, A. D. 1990

G. W. [Signature]
COMMISSIONER OF, INSURANCE

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

TCG Group Holdings, LLP, established in 1999 in Austin, Texas, specializes in the servicing of employee benefit plans for public school districts and other governmental employers. TCG offers administrative services for 401(a) Plans, 403(b) Plans, FICA Alternative Plans, Accumulated Leave Plans, and 457 Plans. Currently TCG has well in excess of 400,000 employees under management with clients located nationwide.

In addition, TCG has experienced personnel that provide plan implementation guidance, ongoing plan compliance and maintenance for qualified and non-qualified plans.

The original ESC Region 4 Coop was established with Katy ISD as the sponsor of the Cooperative in 2003. In 2007 the Katy ISD and Region 4 Boards agreed to transfer the Cooperative to Region 4. After extensive legal review by TCG's counsel and the counsel for Katy ISD and Region 4, documents were executed to make the transfer. The Cooperative became the Region 4 Cooperative in April 2007.

TCG Group Holdings, LLP
900 S. Capital of TX Hwy, Suite 350
Austin, TX 78746

In September of 2016, TCG Group Holdings, LLP, (TCG) parent company of TCG Consulting, LP, TCG Advisors, LP, and TCG Administrators, formed a strategic partnership with First Financial Administrators, Inc. (FFA) including First Financial Capital Corporation (FFC) for the Region 4 ESC/ OMNIA Partners 125 Co-oP. FFA and FFC are commonly referred to as First Financial Group of America (FFGA), this valuable alliance will allow our existing customers to have choices with their retirement plan services through TCG, while continuing to meet the highest standards and commitments with their employee benefits and services through First Financial.

FFGA comprises the following wholly owned corporate entities through The Cameron Enterprise:

First Financial Administrators, Inc. (FFA) was formed in 1984 to provide administrative services in support of the efforts of our marketing company, First Financial Capital Corporation, in the groups we serve. This company is a licensed third-party administration company and responsible for all administrative, compliance, consolidated billing, and customer service functions of tax related plans in over 500 school districts in several states. Our administrative area has a staff of 80 dedicated employees who are well trained in all areas of compliance, administration, and customer service.

First Financial Capital Corporation (FFCC) began operations during the late 1960s and is the marketing and plan enrollment arm of the Group. FFCC contracts with over 90 insurance carriers to provide the most competitive insurance and retirement products available.

The companies comprising FFGA have a total of over 200 full-time employees, including 7 regional managers, 75 salaried and fully licensed field representatives responsible for servicing our accounts, 20 Client Service Specialists, and 8 consultants/account development coordinators.

FFGA
16945 Northchase Drive, Suite 1800
Houston, Texas 77060

i. Describe Offeror's reputation in the marketplace.

First Financial has the most established footprint and reputation in the market allowing us to leverage many carriers for exclusive offers, rates, and has preferred underwriting with carriers like Texas Life, The

Standard, MetLife, UNUM, AFA, and Aetna products. However, we are not obligated to implement any carriers' products and we only offer the approved list of carriers/plans for the OMNIA 125 Co-oP. We will always offer all approved carrier options for each of the benefit type - ie dental, vision, disability, etc.

ii. Describe Offeror's reputation of products and services in the marketplace.

First Financial and Region 4 ESC/ OMNIA Partners 125 Co-oP are known for continually checking the market for new and innovative plans and services with carriers that are A-rated or above. Carriers are looked at and reviewed extensively it is hugely important that they pay their claims timely, have a claims process down for when there are items still needed to work a claim, work with electronic enrollment and ongoing eligibility files well, have great administrative services on the back side for both employer and employees, and good competitive stable rates.

We only offer carrier and/or plans that have been approved by the Region 4 ESC/ OMNIA 125 Co-oP. TCG /First Financial have represented the 125 Co-oP for so long that we are synonymous with it, and we make sure that employers realize their options, when they are in the Region 4 ESC/ OMNIA 125 Co-oP. As the 125 Co-oP is not one carrier, one plan design, one set of rates for all. It is the approved carriers, multiple carriers per type of benefit – usually 3 – 5 carriers, go out to bid for each of the employer's wants/needs on plan designs. FFGA consults with the clients on what they are looking to offer; on richer plan or control of cost needs for the take-home paycheck, at the provider, or a bit of both. We can usually offer Low plan / High Plan options for the employees to give them some choices also. Benefits are not a one plan fits all employers. FFGA spreadsheets the options for an easy comparison and walk-thru with the clients. Always keeping in mind, that the employees' discretionary amount to spend on benefits need to be able to be met also.

iii. Describe the experience and qualification of key employees.

Karen Corr (OMNIA 125 Co-oP Client Manager)

E-mail: Karen.Corr@ffga.com

Karen Corr works with First Financial as the 125 Co-oP Client Manager for the OMNIA 125 Cooperative. Karen came to First Financial in 2016 with over 18 years of experience in employee benefit administration in K-12 schools. She specializes in working with clients in the public sector, particularly with school district employee benefit plans, and is working with First Financial team to call on the cities and counties for their employee benefit plans.

Karen started her professional career in 1998 working with employee benefit plans. Karen at that time acquired her Group One Life and Health Insurance license along with Series 6 and 63 NASD securities licenses. She was promoted to a Houston district regional manager in 1999. In this position, she was training, and overseeing new sales agents. Her responsibilities also included working with school district business managers, benefits departments, and payroll departments on 125 Cafeteria Plan installations and enrollments, scheduling campus meetings and enrollments and ongoing plan administration. In 2000, Karen helped start a new company, the Paragon Group (Paragon) that in 2003 became a part of TCG Group Holdings, LLC (TCG). Karen became the key officer overseeing all the 125 Cafeteria Plan and related supplemental insurance product implementations and enrollments. In 2010, Paragon's business was moved to its affiliate, TCG Benefits, LLC and Karen continued in her same key role. In 2016, First Financial (FFGA) acquired the 125 Benefit division of TCG, where Karen started working for First Financial. Karen is an employee with First Financial overseeing the OMNIA / Region 4 125 Client business.

Executive Support:

Sherrie Pruitt (President, FFA, Inc.)

E-Mail: Sherrie.Pruitt@ffga.com

Sherrie Pruitt is President of First Financial Administrators, Inc and has been employed with the Company since 1984. She currently holds her Series 6, 63, and 24 Securities licenses; possesses her Chartered Life Underwriter (CLU); is certified in Flexible Compensation Instruction (CFCI); and is a designated Agent for Legal Reserve Life Insurance by the Texas Department of Insurance. She is appointed with the National Tax-Sheltered Annuities Association (NTSAA), the Employers Council for Flexible Compensation (ECFC), The Society of Financial Service Professionals, and the Southwest Benefits Association. With over 38 years of experience in the industry, she will oversee the management of your plan and handle escalated issues. Sherrie will provide notice of any changes in legislation and will also provide guidance regarding compliance.

Financial Reporting:

Larry Forrester, CPA (Chief Financial Officer, FFA, FFC, FFS)

E-mail: Larry.Forrester@ffga.com

Larry Forrester is our CFO and has been employed with First Financial since 2000. With 22 years of experience in the industry, he possesses his Group 1 License from the Texas Department of Insurance and is a certified Life and Health Insurance Counselor. He is also licensed with his Series 7, 63, 24, 27, & 53 Securities licenses and is appointed by the National Tax-Sheltered Annuities Association (NTSAA), the Texas Society of Certified Public Accountancy (TSCPA), and the American Institute of Certified Public Accountants (AICPA). Larry also acts as Compliance Officer to the companies that comprise the First Financial Group of America.

Sales:

Tom Brick (National Sales Manager)

E-mail: Tom.Brick@ffga.com

Tom Brick has been with First Financial for 25 years of service. Tom is our National Sales Manager, and he possesses his license for Group 1 Health and Life and Securities Licensing for Series 6 & 63. Tom will work closely with his staff to ensure that FFGA is exceeding expectations in the groups we serve and will continue to market the Cooperative program in all our states.

Scott Elgin (Texas State Manager)

E-mail: Scott.Elgin@ffga.com

Scott Elgin is the state manager of Texas. He's been employed with First Financial for over 13 years – with more than 20 years of experience in a client facing role. He has held various positions within FFGA, including regional manager of north Texas as well as lead account executive in the southern part of the state. He holds series 6 & 63 securities licenses along with a life and health license. Scott's extensive background in client relations and vast understanding of the inner working of First Financial provides an extremely strong level of direction and support to the teams working alongside our customers.

Nicole Brown (New Mexico, Arizona, and West Texas Sales Manager)

E-mail: Nicole.Brown@ffga.com

Nicole has been employed with FFGA for almost 19 years, starting as a part time administrative assistant, then a Customer Service Specialist, and finally Regional Manager in 2017. She holds her Series 6 & 63 licenses. She manages 105 groups across 3 states, as well as a staff of 11, including 4 onside reps in current Co-oP districts. As one of the ADCs for the Co-oP, she will handle the marketing of the OMNIA and of FFGA to potential districts in her area. From the point of commitment with FFGA, Nicole works with Karen on handling all marketing of products from the approved 125 Co-oP vendors, full implementation, and transition to FFGA including but not limited to: scheduling, marketing materials, communication to current and future carriers, liaison between in-house TPA and district, complete

necessary paperwork with FFGA and carriers, implementation processes with all carriers and districts. Nicole will assist any day-to-day customer service issues (if applicable).

Her Customer Service Specialists will provide additional support in day-to-day customer service issues, as needed.

Mindy Tart (Eastern Region Sales Manager)

E-mail: Mindy.Tart@ffga.com

Mindy tart has been employed with First Financial for 18 years, currently licensed in life and health in NC, VA, and SC as the Eastern region manager, her duties include the management and oversight of the Eastern region field staff and the 25 County school systems in that territory. As one of the ADCs for the Co-oP, she will handle the marketing of the OMNIA and of FFGA to potential districts in her area. From the point of commitment with FFGA, Mindy will work with Karen on handling all marketing of products from the approved Co-oP vendors, full implementation, and transition to FFGA including but not limited to; scheduling, marketing materials, communication to current and future carriers, liaison between in-house TPA and district, complete necessary paperwork with FFGA and carriers, implementation processes with all carriers and districts. Mindy will assist any day-to-day customer service issues (if applicable).

Lisa Dinkins and Haven Winters will provide additional support in day-to-day customer service issues, as needed.

Dana Anthony (Account Development Coordinator)

E-mail: Dana.Anthony@ffga.com

Dana has been employed with First Financial for 12 years and has a Group I Life and Health, Series 6 and 63 Insurance and Investment licenses. She also has her Bachelor of Science in Psychology and a Master's in Interdisciplinary Studies. As one of the ADCs for the Co-oP, she will handle the marketing of the OMNIA and of FFGA to potential districts. From the point of commitment with FFGA, Dana works with Karen on marketing of all products from the approved 125 Co-oP vendors, full implementation, and transition to FFGA including but not limited to: scheduling, marketing materials, communication to current and future carriers, liaison between in-house TPA and district, complete necessary paperwork with FFGA and carriers, implementation processes with all carriers and districts. Dana will assist any day-to-day customer service issues (if applicable).

Cindy McClure (Account Development Coordinator)

E-mail: Cindy.McClure@ffga.com

Cindy McClure demonstrates over 15 years of time-tested expertise, knowledge, and proficiency in providing benefit plan consulting and competitive product proposals. She specializes in working with District Administrators to ensure the needs of their valuable employees are being achieved, while remaining mindful of the financial needs of the district. As one of the ADCs for the Co-oP, she will handle the marketing of the OMNIA and of FFGA to potential districts in her area. From the point of commitment with FFGA, Cindy works with Karen on handling all marketing of products from the approved Co-oP vendors, full implementation, and transition to FFGA including but not limited to; scheduling, marketing materials, communication to current and future carriers, liaison between in-house TPA and district, complete necessary paperwork with FFGA and carriers, implementation processes with all carriers and districts. Cindy will assist any day-to-day customer service issues (if applicable).

Mandy Johnson (Account Development Coordinator)

E-mail: Mandy.Johnson@ffga.com

As one of the ADCs for the Co-oP, she will handle the marketing of the OMNIA and of FFGA to potential districts in her area. From the point of commitment with FFGA, Mandy will work with Karen on handling all marketing of products from the approved Co-oP vendors, full implementation, and transition to FFGA including but not limited to; scheduling, marketing materials, communication to current and future carriers, liaison between in-house TPA and district, complete necessary paperwork with FFGA and carriers, implementation processes with all carriers and districts. Mandy will assist any day-to-day customer service issues (if applicable).

Tiffany Knapp (Account Development Coordinator)

E-mail: Tiffany.Knapp@ffga.com

Tiffany Knapp has been a financial advisor for over 6 years and currently licensed in Life, Health and Variable Annuities in Louisiana. Additionally, she holds a Series 65 license which qualifies her as an Investment Advisor Representative. As one of the ADCs for the Co-oP, she will handle the marketing of the OMNIA and of FFGA to potential districts in her area. From the point of commitment with FFGA, Tiffany will work with Karen on handling all marketing of products from the approved Co-oP vendors, full implementation, and transition to FFGA including but not limited to; scheduling, marketing materials, communication to current and future carriers, liaison between in-house TPA and district, complete necessary paperwork with FFGA and carriers, implementation processes with all carriers and districts. Tiffany will assist any day-to-day customer service issues (if applicable).

Mike Cochran, FLMI Biography

Mike Cochran is Chair of its board with TCG Group Holdings, LLP (TCG). TCG is a wholly owned subsidiary of HUB International LTD. TCG provides retirement and employee benefit plan administration, consulting and investment advisory services to public school districts, community colleges, and other public/nonprofit organizations, as well as private sector companies across the nation. The company is fee-based and specializes in designing and administering plans for school district and other public/nonprofit organizations under Sections 457(b), 403(b), 401(a), and 125 of the Internal Revenue Code. Other services include designing and implementing incentive plans focused on improving retention and recruiting of staff, staff attendance, student attendance, and plans to reach other organizational goals.

Mike has been in management positions in the employee benefits field for over 35 years. He has extensive experience with all types of plans of corporations, public school districts, hospitals, nonprofit organizations and state and local governments. His career in employee benefits began with a management position in Republic National Life's Group Insurance Division in 1973. After earning his master's degree in 1975, he taught at Brevard College in North Carolina, then went to work in Southwestern Life Insurance Company's Group Health and Pension division in Dallas. Mike spent eight years in positions managing every area of Southwestern Life's pension division, then served as the officer in charge of all of the company's variable annuity and life products in the Actuarial Department.

Mike became an officer of VALIC in 1986 and was in charge of building its in-house third party administration function for defined contribution plans. He ran this operation for seven years, during which time the company's business in this area grew in excess of 20% per year. During this time he served on the national Life Office Management Association (LOMA) Group Pension Committee II and served as chairman in 1992. He became president of Pension Consultants & Administrators in Austin in 1993, which grew from having 10,000 employees covered by its plans to over 80,000 in 1999. He left PCA in 1999 to join partner John Pesce in starting TCG. TCG was acquired by HUB International LTD in July 2021.

Mike has also been an invited speaker at a number of workshops and educational seminars on employee benefits. He has been invited to make presentations at Texas A & M University to classes on career choices and has taught employee benefits classes for the Merchants and Manufacturers Association (now the Employers Group) of California. He has been invited to speak at a number of meetings of the Texas Association of School Administrators, Texas Association of School Business Officials, Urban School Administrators of America, Texas Association of Suburban/Mid-Urban Schools, Cooperative Council for Oklahoma School Administrators, National Center for Education Research & Technology, Virginia Association of School Superintendents, local school administrator organizations in Illinois, California and Virginia, California County Offices of Education, Texas Regional Educational Service Centers, Arizona School Administrators Association and National Tax Sheltered Accounts Association.

The Texas Association of School Administrators (TASA) has also published two articles by Mike in its Insight Magazine. These were written at TASA's request and covered the final 403(b) regulations (and their effect on public school districts) and how Social Security works for school administrators and other employees in states where educators are exempt from Social Security. TASA has also published several articles that Mike co-authored on school administrator compensation issues.

Mike holds a Bachelor's degree from Howard Payne University in Texas and a Master's degree from Appalachian State University in North Carolina. He earned the FLMI professional designation in 1981.

John Pesce Biography

John Pesce is Chief Executive Officer in TCG Group Holdings, LLP (TCG). TCG is a wholly owned subsidiary of HUB International LTD. TCG provides retirement and employee benefit plan administration, consulting and investment advisory services to public school districts, community colleges, and other public/nonprofit organizations, as well as private sector companies across the nation. The company is fee-based and specializes in designing and administering plans for school district and other public/nonprofit organizations under Sections 457(b), 403(b), 401(a), and 125 of the Internal Revenue Code. Other services include designing and implementing incentive plans focused on improving retention and recruiting of staff, staff attendance, student attendance, and plans to reach other organizational goals.

John has owned and managed a successful third party administrator, served as head of marketing for two of the largest Third Party Administrators in Texas serving public agencies, and has been an investment and financial advisor to individuals and employers in both the public and private sectors for many years. He has extensive experience as a fee-based financial planner. John holds insurance licenses, has completed all Certified Financial Planner™ courses, and serves as a personal financial planner and investment advisor for many executives and other individuals.

John serves on the board of two companies and is active in a number of business organizations. He makes his home in Austin, Texas.

Steve Orta Biography

Steve Orta is the Managing Director of Business Development of TCG Advisors, LP (TCG Advisors). TCG Advisors is a wholly owned subsidiary of HUB International LTD. Before joining TCG, Steve was the Director, Sales at First Public, LLC/TASB since 2005 and was responsible for maintaining, growing and obtaining new business for the investments and insurance division of TASB.

Steve has over 20 years of financial services industry experience including financial management, business development, investments, trading, sales and insurance. Before joining First Public/TASB, Steve worked for E*TRADE securities managing the fixed income trading desk in New York City and Washington DC. Steve also worked as a mutual fund supervisor for Franklin Templeton Funds.

He currently holds FINRA registrations: Series 4 (registered options principal), series 6 (investment Contract and variable contract representative), Series 7 (General Securities Representative), Series 24 (General Securities Principal), Series 53 (Municipal Securities Principal), Series 55 (Equity Trader), Series 63 (State Securities Agent), General Health and Life Insurance License. Steve has also served in the U.S. Marine Corps and earned a BS degree in Managerial Economics from University of California, Davis.

TCG provides retirement and employee benefit plan administration, consulting and investment advisory services to public school districts, community colleges, and other public/nonprofit organizations, as well as private sector companies across the nation.

Scott Hauptmann
Biography

Scott Hauptmann is the Chief Operations Officer (COO) and Executive Vice President for TCG Group Holdings, LLP (TCG); including TCG Administrators (f/k/a JEM Resource Partners). TCG is a wholly owned subsidiary of HUB International LTD. Scott is responsible for the oversight and day to day operations of all retirement plans administered by TCG, and maintaining the relationships TCG has with its clients, participants, and outside vendors and financial representatives. TCG offers fee-only third party administration services in Texas, California and several other areas of the U.S. It also provides highly automated, online processing, as well as full-service administration for 403(b), 457(b), 401(a), and 401(k) plans.

TCG Administrators provides retirement and employee benefit plan administration services to public school districts, community colleges, and other public/nonprofit organizations, as well as private sector companies across the nation. Scott is also active in the American Society of Pension Professionals & Actuaries (ASPPA) and the National Association of Government Defined Contribution Administrators (NAGDCA).

Scott graduated from the University of Texas with a Bachelor of Business Administration degree in Finance and a Minor in Sociology.

TCG provides retirement and employee benefit plan administration, consulting and investment advisory services to public school districts, community colleges, and other public/nonprofit organizations, as well as private sector companies across the nation.

Chris J. Jamail, CFP®
Biography

Chris Jamail, CFP® is the Chief Investment Officer of TCG Advisors, LP (TCG Advisors) and Executive Vice President of TCG Group Holdings, LLP (TCG). TCG and TCG Advisors are wholly owned subsidiaries of HUB International LTD. Chris oversees all advisor functions and operations and, as CIO, operates as head of the investment committee, oversees a team of professionals who have responsibilities such as managing and monitoring investment activity, and directs the investment strategy for the firm's clients. These managed assets include private wealth, retirement plan assets, foundation/endowments, and operating capital for organizations.

Chris graduated from Texas A&M University with a Bachelor of Business Administration degree in Marketing, and started his professional career as a benefit enrollment specialist in 2002 with The Paragon Group, LP, a former subsidiary of TCG. Throughout his career he has increased his focus on investment management and financial planning moving to an investment advisor role in 2004 with TCG Advisors, and then later named as Chief Investment Officer. He has acquired insurance and securities licenses, and earned the Certified Financial Planner™ designation in 2010.

Additionally, Chris specializes in working with clients in the public and private sectors. He frequently gives presentations to school districts and administrator organizations nationally, focusing on educating them about retirement planning issues and how to maximize benefits in state retirement systems.

TCG provides retirement and employee benefit plan administration, consulting and investment advisory services organizations across the nation.

Blake Rhodes, CFP®
Biography

Blake Rhodes, Certified Financial Planner™ and Accredited Investment Fiduciary (AIF®), is a fixed income portfolio manager for the individual and institutional accounts managed by TCG Advisors, LP. Blake is the fixed income specialist managing fixed income portfolios with many different investment criteria for unique clients. Blake also specializes in financial planning and retirement planning, speaking regularly at conferences around the state of Texas. Blake had also acquired his Series 7 and 63 FINRA securities licenses. Blake worked for Charles Schwab and Co. for 5 years before joining TCG in 2005. Blake is a graduate of The University of Texas at Austin with a degree in Finance.

TCG Advisors, LP is a wholly owned subsidiary of HUB International LTD. TCG provides retirement and employee benefit plan administration, consulting and investment advisory services to public school districts, community colleges, and other public/nonprofit organizations, as well as private sector companies across the nation.

Melissa Kirk Biography

Melissa Kirk is Vice President of Operations for TCG Administrators (f/k/a JEM Resource Partners). Melissa is responsible for the set-up and installation of all retirement and other employee benefit plans administered by TCG Administrators. TCG Administrators offers fee-only third party administration services in Texas, California, Arizona, Illinois, Kentucky, North Carolina, Virginia, Washington and several other areas of the U.S. It provides highly automated, online processing, as well as full-service administration for 403(b), 457(b), 401(a), and 401(k) plans.

Melissa graduated from Texas A&M University with a Bachelor of Science in Agricultural Business, concentrating on Marketing and Administration. Melissa moved back to Central Texas and has been with TCG Administrators since 2008. At TCG Administrators she has been in a number of positions that have allowed her to work with virtually every aspect of administering retirement plans offered by the company, including 403(b), 457(b), 401(a), 401(k), and FICA Alternative Plans.

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Matt Escalante Biography

Matt Escalante is the Senior Director of Institutional Investment Initiatives for TCG Advisors, LP. Matt is responsible for oversight of the investment options available to participants of group retirement plans. He also manages a team of Retirement Plan Specialist whose primary goal is to educate employees how to improve their retirement readiness.

In previous roles, Matt has worked with clients in the public sector, including school administrators to implement and administer 403(b) and 457(b) Plans for TCG Administrators (f/k/a JEM Resource Partners) and its parent company TCG Group Holdings, LLP. TCG Administrators offers fee-only third party administration services in Texas, California, Arizona, Illinois, Kentucky, North Carolina, Virginia, Washington and several other areas of the U.S. It provides highly automated, online processing, as well as full-service administration for 403(b), 457(b), 401(a), and 401(k) plans.

Matt earned his Bachelor of Business Administration in Management from Cal State University, Fullerton. He joined TCG in 2006 to work with California school districts and deliver high quality 403(b) compliance. Today he provides these services to districts nationwide. He also provides educational presentations to school districts and administrator organizations that focus on unbiased, vendor-neutral retirement planning and the state retirement systems.

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Alia Bartley Biography

Alia Bartley is the dedicated Client Service Manager for TCG Administrators. She is responsible for the implementation and ongoing management of all 403(b), FICA Alternative, and 457(b) Plans. As the liaison between the client and the administration teams, Alia's primary focus is to ensure TCG Administrators meets and exceeds each client's expectations from the initial installment to the ongoing administration of the plan.

Since joining TCG, Ms. Bartley has worked in a variety of departments involving nearly every aspect of the TCG Administrators' service offerings. She began her career working as Customer Service for Section 125 Cafeteria Plans and was thereafter promoted to Retirement Distributions. Soon after, Alia became well-versed in the *Consolidated Omnibus Budget Reconciliation Act* and developed the COBRA administration department within TCG. She then received her Group 1 Texas Insurance License and moved into a Senior Plan Architect role where she worked on development and design of the benefit enrollment systems for TCG's Section 125 Cafeteria Plan clients. As the direct liaison to TCG's 125 Cafeteria Plan clients, Alia also provided consultation on all aspects of the overall administration of medical, supplemental and retirement plan benefits. Alia's many years specializing in all facets of benefits and retirement plans offered in the public sector, particularly with school districts, has provided her with a broad understanding in the administration of any given plan.

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Sandy Stauffer
Biography

Sandy Stauffer is a relationship manager and Director of Business Development for TCG Group Holdings, LLP (TCG). With over five years of experience with TCG, Sandy has worked closely with school districts throughout the state of Texas to ensure that the company provides the best possible services for retirement plan administration.

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iv. Describe Offeror's experience working with the government sector.

First Financial currently serves over 435 school districts and government entities. We have no participant minimums, and serve entities with as little as 3 employees, to as many as 11,000+ employees.

Our services include:

- Benefit Consultant Services
- Section 125 Administration
- Flexible Spending
- HSA
- COBRA Administration
- Section 403(b) Administration
- Section 457 Administration
- Section 3121
- Online and Agent Assisted Enrollment Services
- Consolidated Billing Services

v. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

There are currently no conditions, pending litigation, disclosures, or impending mergers that could affect our ability to perform contractually. Our firm nor any of its principals face any debarment, suspensions, or ineligibility to contract by any federal, state, or local public agency.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

El Paso ISD

1014 N. Stanton | El Paso, Texas 79902

Rosa Ramos – Exec Director of Employee Relations – Human Resources

rvparga@episd.org

915-230-2073

Participants – 11,690

Humble ISD

11411 C E King Parkway | Houston, Texas 77044 Billy Beattie – CFO

bbeatti@humbleisd.net

281-641-8014

Participants – 6,000

Spring ISD

16717 Ella Blvd | Houston, TX, 77090

Dr. Tameka Bruce - Assistant Superintendent, Human Resources

twilli8@springisd.org

281-891-6325

Participants – 7,200

Lubbock ISD

1628 19th Street - Room 105 West, Lubbock, TX 70401 Lisa Thompson – Exec Dir. of Payroll & Risk
Mgmt/Benefits

lisa.thompson@lubbockisd.org

806-219-0235

Participants – 4,180

Garland ISD

501 S Jupiter Rd | Garland, Texas 75042 Brent Ringo - Chief Financial Officer

bringo@garlandisd.net

972-494-8201

Participants – 8,200

Rockwall ISD

1050 Williams St.

Rockwall, TX 75087

Mark Speck – Chief Human Resource Officer

mark.speck@rockwallisd.org

281-771-0605 ext. 7047

Participants – 1,400

Magnolia ISD

31141 Nichols Sawmill Rd. | Magnolia, TX 77355

Dr. Erich Morris – Asst Superintendent of Operations

emorris@magnoliaisd.org

281-252-2500 ext. 1601

Participants – 2,000

La Porte ISD

1002 San Jacinto Street | La Porte, TX 77571 Rhonda Cumbie – Chief Financial Officer

CumbieR@lpsid.org

281-604-7000

Participants – 1,400

Huffman ISD

24302 FM 2100 | Huffman, Texas 77336 Tim Brittain - Chief Financial Officer

tbrittain@huffmanisd.net

281-324-7632

Participants - 494

Region IV ESC – Omnia Co-Op

7145 W. Tidwell | Houston, Texas 77092 Melody Goffney – Director of Human Resources

melody.goffney@esc4.net

713-744-6546

Participants - 285

viii. Provide any additional information relevant to this section.

Through our relationships with over 90 insurance and investment providers that First Financial Capital Corporation has formed over the past fifty years, school systems have access to the finest and most competitive benefit and retirement plans on the market today. Partnering with First Financial Administrators, Inc. relieves a district of the liability of the tax qualified plans and guarantees compliance of those plans by contract.

- Few third-party administrators have developed processes to support the full range of services that we offer. We perform these services free of charge with no hidden cost or fees. We do not outsource our third-party administration services. The services we include: Section 125, Section 403(b)/403(b)(7), Section 457, Section 3121, and COBRA administration.
- Our size and longevity have provided us the buying power to drive insurance prices down and the economies of scale to bring that savings to districts of all sizes.
- We publish newsletters to inform administration personnel of any changes to Federal laws pertinent to the plans we manage, as well as HR newsletters to keep our clients up to date with topical issues in their profession.
- We offer our flex and HSA participants a no fee benefit card for instant payment of medical expenses. We also offer our flexible spending account participants the option to upload claims through our website, toll free fax line, or our convenient smartphone app in order to avoid mail delays when submitting claims and offer direct deposit to expedite the receipt of dollars. Account updates are included on all reimbursement checks and notification stubs, if direct deposit. Participants can also access account information via our secure online portal. We pay claims on a continual and daily basis and reimburse medical expenses up to the annual election. All participants are notified with account information and reminders of the “use-it-or-lose-it” rule prior to the end of the Section 125 plan year and the 2 ½ month grace period or \$550 carry-over provision.
- Our First Financial Group of America website (www.ffga.com) is both educational and informative. School system employees can retrieve forms, contact numbers, eligible expenses for flexible spending accounts, etc. at any time. Participants can also call us toll-free during normal business hours.

- First Financial Administrators, Inc. currently utilizes our new web-based internet consolidated billing service. This innovative system eliminates much of the work your payroll personnel now spend on reconciliation of billings and is now available.
- We consider membership and participation in strategic associations to be a wise investment. The following associations keep us informed on changes and potential changes in legislation of benefits and retirement plans on both national and state level:
 - o National Tax-Sheltered Accounts Association
 - o Southwest Benefits Association
 - o National Association of Government Deferred Compensation Administrators
 - o Employers Council on Flexible Compensation (ECFC)
 - o National IPA (Formerly TCPN)
- For quality control purposes, the Account Representatives and Client Service Specialists of First Financial Capital Corporation are company employees (NOT contract enrollers) with assigned, local territories. This provides our enrollment teams with many unique features, including:
 - o Easy access to accounts by maintaining assigned territories which allows your account managers to stay close
 - o State of the art laptop computers are used to provide school system employees with visual enrollment illustrations, accurate forms, and applications, along with capturing all data for smooth transition to both administration billing system and client payroll system.

3.1 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.2 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

TCG Consulting Services, LLC (TCG) is a part of Trusted Capital Group, owned by HUB International, Inc. (HUB). It was founded in 1999. Trusted Capital Group and its affiliates provide retirement, investment and consulting services to hundreds of employers covering several hundreds of thousands of individuals. Its affiliate, TCG Advisory Services, LLC, manages over \$3 billion in assets. Trusted Capital Group offers administrative services for 401(a) Plans, 403(b) Plans, FICA Alternative Plans, Accumulated Leave Plans, and 457 Plans.

The original ESC Region 4 Coop was established with Katy ISD as the sponsor of the Cooperative in 2003. In 2007 the Katy ISD and Region 4 Boards agreed to transfer the Cooperative to ESC Region 4. After extensive legal review by TCG's counsel and the counsel for Katy ISD and ESC Region 4, documents were executed to make the transfer. The Cooperative became the Region 4 Cooperative in April 2007.

In September of 2016, First Financial formed a strategic partnership with TCG. TCG has extensive experience and capabilities providing 403(b) and 457 services in Texas and U.S. education markets. This valuable alliance will allow our existing customers to have choices with their retirement plan services while continuing to meet the highest standards with our employee benefits business.

First Financial Capital Corporation (FFCC) was established in 1968 as Tax Sheltered Investments, Inc. to provide retirement planning and funding evaluation services allowed for under Section 403(b) to public school employees in Texas.

In 1979, First Financial Administrators, Inc. (FFA) developed the first Section 125 Cafeteria Plan Administration service package available to school systems in Texas. This same year, the company identified an opportunity to utilize our expertise in assisting clients with Section 457 deferred compensation plans, as well as the opportunity to further support our school system clients with administration and compliance services to accommodate these tax deferred annuity programs.

First Financial Administrators, Inc. was formed in 1984 to provide administrative service to support the efforts of First Financial Capital Corporation in the groups we serve. Together, these companies are commonly referred to as First Financial Group of America (FFGA). First Financial Administrators, Inc. is a licensed Third Party Administration

Company and is responsible for all administrative, compliance, consolidated billing, and customer service functions of tax related plans in over 500 school districts in several states.

- B. Total number and location of salespersons employed by Supplier.

TCG has sales people in Austin, Dallas, and Houston, and has access to the HUB offices throughout the U.S. TCG's affiliates have over 100 sales people.

TCG's partner, FFGA's administrative area has a staff of over 120 dedicated employees who are well trained in all areas of compliance, administration, and customer service. The companies comprising of the First Financial Group of America have a total of 200 full -time employees, including 70 salaried and fully licensed field representatives responsible for servicing our accounts.

- C. Number and location of support centers (if applicable) and location of corporate office.

TCG is headquartered in Austin, TX, where it and its affiliates employ over 200 individuals.

FFGA is headquartered in Houston, TX, where it and its affiliated employ over 100 individuals

- D. Annual sales for the three previous fiscal years.

FFCC:

- 2019 \$49,388,000
- 2020 \$49,576,000
- 2021 \$44,393,000

Trusted Capital Group, including TCG:

- 2019 \$17,143,900
- 2020 \$19,596,981
- 2021 \$24,277,522
- Jan-Sep 22 \$20,492,486 Annualized \$27,323,314

- a. Submit FEIN and Dunn & Bradstreet report. 74-0125853 | 169816332

- E. Describe any green or environmental initiatives or policies.

HUB International, TCG's owner, is a responsible company with a large presence in Canada and the US. It promotes green and environmental policies to its employees.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

HUB International, TCG's owner, is a responsible company with a large presence in Canada and the US. It promotes inclusive and diverse personnel policies to its employees, including diversity training.

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.\

NA

I. Describe how supplier differentiates itself from its competitors.

- *High level of competence in delivering employee benefits to large organizations*
- *Proven track record in this line of business over many years*
- *Outstanding customer service*

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

TCG was purchased by HUB International, Inc. in July 2021

K. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Item b.

L. Describe any debarment or suspension actions taken against supplier

None

3.3 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Agreed

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

No states will be excluded. Proposers and their affiliates have extensive sales personnel throughout the U.S.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Not applicable for this proposal

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

None not already identified in this proposal

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Not applicable for this proposal

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

See below.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Participate at the NIGP Annual Forum. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

See below

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

See below

Response to A, B and C: Proposers have been delivering the services under this proposal to the client school districts of ESC Region 4 and other school districts throughout Texas for almost 20 years. We will continue to market these services in the successful manner we have in the past. We do not believe that a change in this strategy would be any more successful than what we are currently providing. Our companies are trusted by ESC Region 4 and school districts throughout Texas.

We will work with OMNIA Partners to try to expand this unique program nationally.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Acknowledged

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

Agreed

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

Agreed

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

TCG – Chris Jamail, CMO

cjamail@tcgservices.com

512-914-7139

FFGA – Karen Corr, OMNIA 125 Co-oP Manager

Karen.Corr@ffga.com

281-635-3965

- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Proposers have account managers who oversee individual representatives who assist in delivering services to the employers on site. Account managers answer to a senior marketing executive and on these proposed services, coordinators to assure that the services promised are delivered.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Proposers will discuss marketing plans with OMNIA marketing personnel and assist in any way requested in using the OMNIA network to market services.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Proposers will discuss marketing plans with OMNIA marketing personnel and assist in any way requested in using the OMNIA network to market services.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

See attached list of clients who currently participate in the 125 Cooperative.

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Not applicable to this type of proposal.

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Proposers are not in a position to guarantee minimum sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Proposers often must respond to requests for proposals for the services proposed herein. We believe that our prices are highly competitive and do not normally negotiate these or offer reduced prices. We find that RFPs in this market are a formality and more based on the perceived competence and trustworthiness of the bidders than pricing.

***List of Current School Districts in the 125 Cooperative managed by the Proposers
Under OMNIA Partners***

OMNIA Client List District Name	District Address	# of Employees
Alief ISD	4250 Cook Road Houston, TX 77072	6,300
Allen ISD	612 E. Bethany Dr Allen, TX 75002	3,100
Bastrop ISD	906 Farm Street Bastrop, TX 78602	1,469
Bridgeport ISD	2107 15th St Bridgeport, TX 76426	355
	2400 North Carroll Ave Southlake, TX	
Carroll ISD	76092	1,149
Chapel Hill ISD	11134 CR 2249 Tyler, TX 75707	300
College Station ISD	1812 Welsh College Station, TX 77840	1,874
Collinsville ISD	500 Reeves Street Collinsville, TX 76233	72
CyFair ISD	10300 Jones Rd. Houston, TX 77065	14,000
Dayton ISD	PO Box 457 Dayton, TX 77535	820
Ector County ISD	802 N. Sam Houston Odessa, TX 79761	3,400
El Paso ISD	1014 N. Stanton El Paso, TX 79902	11,690
Elgin ISD	1002 N. Avenue C Elgin, TX 7821	650
Ennis ISD	303 W. Knox St Ennis, TX 75119	1,057
Garland ISD	501 S Jupiter Rd Garland, TX 75042	8,708
	507 E University Ave Georgetown, TX	
Georgetown ISD	78626	1,830
	407 N 77 Sunshine Strip Harlingen, TX	
Harlingen CISD	78550	3,300
	9321 W Sam Houston Pkwy S Houston, TX	
Harmony PS	77099	2,500
HCDE	6300 Irvington Blvd. Houston, TX 77022	823
Huffman ISD	24302 FM 2100 Huffman, TX 77336	494
Humble ISD	11411 CE King Parkway Houston, TX 77044	6,000
La Porte ISD	1002 San Jacinto Street La Porte, TX 77571	1,400
	1628 19th Street, Room 105 West	
Lubbock ISD	Lubbock, TX 79401	4,000
Lubbock-Cooper ISD	13807 Indiana Ave Lubbock, TX 79423	1,005
	31141 Nichols Sawmill Rd Magnolia, TX	
Magnolia ISD	77355	2,000
Northwest ISD	2001 Texan Drive Justin, TX 76247	3,000
	1515 Cherrybrook Lane Pasadena, TX	
Pasadena ISD	77502	8,000
	8500 North Kings Highway Texarkana, TX	
Pleasant Grove ISD	75503	385
Region 4 ESC	7145 W. Tidwell Houston, TX 77092	285
Region 12 ESC	2101 West Loop 340 Waco, TX 76712	135
Rockwall ISD	1050 Williams St Rockwall, TX 75087	1,256

San Diego ISD	609 W Labbe Ave. San Diego, TX 78384	300
Spring ISD	16717 Ella Blvd Houston, TX 77090	7,400
Sweeny ISD	1310 North Elm Sweeny, TX 77480	245
Waxahachie ISD	411 N. Gibson Waxahachie, TX 75165	900
Ysleta ISD	9600 Sims Dr. El Paso, TX 79925	7,000

Tab 5 - Value Added Services

TCG and FFGA propose the following Value Adds.

- Financial wellness services. TCG's affiliates offer extensive online and in-person assistance with financial wellness education. This also includes solutions such as a student loan program that assists school district, non-profit or any other eligible employees with these loans to take advantage of federal programs, payroll deducted loan solutions, credit score and personal insurance services.
- Retirement plan administration and investment services for all types of plans, in both the public and private sectors.
- Family Medical Leave Act (FMLA) administration services. FFGA partners with several vendors to offer discounted pricing for the FMLA administrative services.
- On-Leave billing services for employees on leave who need to be able to keep insurance coverages in place by paying premiums to avoid a lapse in coverage.
- COBRA (Consolidated Omnibus Budget Reconciliation Act) administration services through FFGA.
- ACA (Affordable Care Act) reporting services. FFGA partners with several vendors to give discounted pricing for the ACA options and services to the Region 4 125 Cooperative clients. FFGA does assist with getting the file information from the enrollment platforms to these vendors to utilize for the ACA reporting.
- A full range of cyber-security services, including our iLock individual identity protection and eLock employer data protection services (these are already part of the services we provide under our ESC Contract), as well as insurance and consulting services available for those who need assistance with cyber security issues.
- School district and other public-employer investment services under our Managed Asset Portfolio Program (MAPP).
- Investment advisory services for all types of plans, foundations, trusts, and other investment services through our affiliate, TCG Advisory Services, LLC.
- Student accident insurance. With over 40 years of experience in the student accident insurance space, we HUB International, Inc. parent of TCG, brings the expertise and the market depth you are looking for in a partner. HUB can customize the coverage to match existing benefits or work with the employer to design a program to fit the risk. HUB works with only the most reputable insurance carriers and claims payers in the marketplace and provide complete program administration and claims services to our clients. HUB can provide accident coverage for campus-level and travel protection, student athletic programs, PE, UIL and CTE related practice, class or events. HUB also services 200+ college/university programs across the country and provide their blanket, accident, excess athletic insurance coverage and claims processing services.
- Property/Casualty Insurance. This would be offered by TCG's parent, HUB International, Inc., one of the largest property/casualty brokers in North America.
- The health insurance described in the RFP would be offered by TCG's affiliates with HUB International, Inc., who owns TCG, and/or FFGA with partnered vendor medical consultants. This would include extensive consulting on health insurance and/or employee benefits.
- Compensation consulting.
- OPEB Trust services.
- All services would be available to municipalities, nonprofit organizations, corporations, charter schools and public school districts.
- All services in our proposal can be purchased on an individual basis nationwide by OMNIA Partners cooperative members rather than having to be bundled.

COBRA Administration

Available to COBRA Qualifiers

First Financial Administrators, Inc. partners with COBRA Solutions, Inc. to provide accurate and compliant COBRA administration for our clients.

How COBRA Administration Services Work:

Submission Process

Employers access a web-based application to submit all necessary information to generate COBRA notifications for employee and dependent qualifying events such as:

- Voluntary or involuntary terminations
- Reduction of hours
- Loss of dependent coverage due to the death of an employee
- Divorce
- A dependent child no longer meeting the eligibility criteria

Our Responsibility

Once the information is supplied by an employer, we assume the responsibility of COBRA Administration by:

- Generating and mailing out all COBRA notifications;
- Sending out notifications using certificate of mailing which supplies a record of when and to whom notifications are sent;
- Supplying payment coupons to COBRA qualifiers who elect COBRA to track receipt of payment helping assure timely remittance and staying in compliance with the required time frame;
- Contacting carriers to reinstate coverage and remit premium payments to the carriers;
- Sending out termination letters due to non-payment of premium or the exhaustion of COBRA coverage;
- Notifying carriers of changes and/or termination in coverage;
- Sending out re-enrollment packets to active COBRA participants at plan renewals.

First Financial Administrators, Inc. will provide you with COBRA Administration, customer service, and assure all responsibility to provide 100% COBRA compliance. First Financial Administrators, Inc. charges the standard 2% administrative fee for monthly premium collected from active COBRA participants.

Online Billing

The fast, easy and secure way to reconcile bills

First Financial's Online Administrative Billing Center's (ABC) system allows the payroll department to view your invoice entirely online and compare to payroll. Our online billing helps eliminate paper invoices and drastically cuts the time it normally takes to reconcile.

Features include:

- View employee premiums and coverage information
- View individual premium history
- System integration between invoice and enrollment platform
- Ability to download invoice and easy file compare to payroll

Highlights

Flexibility

We understand one size does not fit all. Reconciling your invoice can be accurate and easy with system and payroll alignment to minimize monthly adjustments. Our online ABC, provides access for file download to various formats such as Excel and/or PDF.

Secure Online Account Access

You can trust that First Financial will keep all of your information safe. Our website is completely secure and our experienced technical staff will make sure it stays that way.



Participant Resources

Custom Online Portals

First Financial Group of America is pleased to provide these custom online resources for participants.

Employee Benefits Center

The Employee Benefits Center (EBC) is a custom website built specifically for your organization. The EBC offers these great features:

- Smooth navigation
- Detailed information about benefits, voluntary product offerings and employer programs
- Section 125 and Flex Information
- Important contact numbers and links
- Downloadable forms and brochures

Secured Participant Portal

In addition, we offer a secured portal for customers only. The *My Benefits* site is a secured area that allows the participant to view currently enrolled benefit information, dependent details, retirement plan distribution status, and employee announcements. Participants can also submit and view flex claims from their personal portal.

Flexible Spending Accounts Online Portal and Mobile App

- View current account balance details and history
- Submit claims
- View claim status
- Report lost or stolen flex benefits cards



ACA Services

Available to Employers

Affordable Care Act Reporting designed to assist the Employer in complying with Internal Revenue Sections 6055 and 6056. Through our partnership with Businessolver, PSST, and Selerix, First Financial Administrators, Inc. is able to offer the purchase of ACA services through the TCPN/ Region 4 ESC Cooperative (TCPN) Contract.

Partnering Vendor Responsibilities

- Store Data in 1095 Reporting
- Import any updated data provided by the client
- Complete any fulfillment/transmittal of data as contracted by a client

Employer Responsibility

- Quarterly or Annual Data Review
 - Clients need to review/update/approve their data each quarter
- Annual Data Certification
 - Each year prior to creation of any fulfillment or transmittal to the IRS, the clients must all certify the data we have housed for fulfillment/transmittal

OPTION	HOW IT WORKS	PRICING*
BASIC REPORTING OPTION	<ul style="list-style-type: none"> • Allows districts to view and run two reports monthly • Using that information, the district completes all 1095 forms themselves 	Provide at NO CHARGE for TCPN 125 Cooperative Participating Agency
ACA ELIGIBILITY TRACKER	<ul style="list-style-type: none"> • Determines variable hour employees eligibility through time tracking data sent by client • Allows part time employees or substitutes who may be eligible to log into website and elect or waive coverage electronically – if you desire that option 	\$0.75 per variable hour employee each month
REPORTING OPTION 1 Data Storage**	<ul style="list-style-type: none"> • Stores data for 1095 reporting • Clients may need to provide and verify some of this data on a quarterly basis 	\$0.15 per employee per month fee If ACA Eligibility Tracker is used, the \$0.15 per employee, per month is waived for the variable hour employees and only charged for all other employees
REPORTING OPTION 2 Fulfillment (must have Data Storage)	<ul style="list-style-type: none"> • Provides employees with final 1095-C reporting via digital or paper fulfillment 	\$1.50 per employee for paper fulfillment, plus postage and/or \$1.00 per employee for large batch digital copy
REPORTING OPTION 3 IRS Transmittal Service (must have Data storage)	<ul style="list-style-type: none"> • Transmits actual 1094-C and 1095-C data to IRS 	\$7,500 per successful transmission***

*Pricing not to exceed

**The standard file layout for these reporting options will be in a .csv format. The client must then format it for IRS filing requirements, unless they are using our transmittal services.

***Up to 100 MB: additional transmissions required by IRS beyond 100MB is \$500 for each subsequent transmission.

FMLA Administration

Available as an added value for our clients.

First Financial Administrators, Inc. partners with vendors to provide accurate and compliant FMLA administration for our clients.

First Financial Administrators, Inc. (FFA) knows that FMLA compliance is a complex business. Non-compliance can lead to loss of productivity, out of control absenteeism and even high cost litigation. The FMLA Administration we offer with our partners have leave specialists dedicated to providing fair and consistent administration of each leave of absence.

FMLA Administration

FMLA Administration can streamline the process and provides FMLA compliance.

Employers are given access to:

- Multiple ways to report FMLA events
- Immediate notification of FMLA denial
- Documentation of all communication
- 24/7 Online FMLA activity reports
- Staff to do training for FMLA federal and state regulations, proper employer procedures and review of leave policies

Employee Responsibility

- Notify employer HR Department of the need, reason, and any documentation for leave request
- Report return to work to FMLA Administrator or Employer HR Department.

Our Responsibility

Once the information is supplied by an employer, we assume the responsibility of the FMLA administration by:

- Generating all notifications and timely communications by letter and emails to the employees and employer
- Reminders sent to employees for completed paperwork.
- Upon receipt of completed paperwork, will send notices of rights and responsibilities
- IF denied, we will send notice of denial with a 7 day appeal option; a denial letter after appeal period; remove FMLA time and reapply using employer attendance policy
- IF approved, we will request medical documentation from the employee with a due date; upon receipt of documentation by the due date, we will calculate leave based on regulations and employer policy
- Track and monitor FMLA time taken; send certification document when time is up or leave changes
- Upon exhaustion of FMLA or receipt of medical release, notification is mailed to employee
- Keep clear documentation of all events related to the leave administration.

First Financial Administrators, Inc. will provide you with FMLA administration, customer service, and assure with FMLA complaints.

ART

Active to Retirement Transitioning

HELPING YOU HAVE A SMOOTH
AND EASY TRANSITION



CONGRATULATIONS!

After years of hard work, you are finally able to retire. While this is an exciting time to start the next chapter of your life, it also can be overwhelming to know which steps to take first.

First Financial Group of America is here to assist you so that you can smoothly adjust to your new lifestyle. Schedule time to talk with us to discuss the following questions.

Retirement Planning

- How do I find out how much income can I expect from TRS?
- What happens to my 403(b) or 457(b) plans?
- What about Social Security Income?

Health Insurance

- What happens to my Health Insurance?
- Should I stay in TRS Care or transition to Medicare?
- How does Medicare work?
- What is the difference between the Medicare Advantage Plan and a Medicare supplement (Medigap) plan?
- Are there deadlines?
- Do I pay for it? If so, what is the cost and how are premiums deducted?

Supplemental Benefits

If you have supplemental plans like life insurance, dental, vision, cancer insurance, disability insurance, long term care/assisted living, we can explain the effect retirement may have on them.

- What plans can I keep?
- How do I pay for them?
- Will the premiums change?

Planning for your future is important, and you don't have to do it alone!
Let the experts at First Financial assist you through this process. Contact us today!



Robert Dawson, Medicare
Coordinator
281-889-9382
robert.dawson@ffga.com |
www.ffga.com



AN INTRODUCTION TO
Financial Wellness Services for
School District Staff Members

CONTENTS:

The Challenge	2
Our Philosophy	3
The Need	4
Our Solution	5
Plan Breakdown	6
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THE CHALLENGE

DEBT, STRESS, & POOR PLANNING

CONSIDER THE FOLLOWING DIFFICULTIES YOUR STAFF IS FACING:

- » State pension plans are under attack and benefits may not be available by the time Millennial and Gen Z workers reach retirement
- » Student loans, credit cards, and other outstanding debt cause heavy financial stress on individuals
- » Life expectancy has increased and people are spending more years in retirement without working
- » Workers are not saving enough for emergency funds or to live a comfortable life beyond their working years
- » Medical costs keep rising and health savings accounts are not being funded accordingly
- » Inadequate solutions like payday loans, bad car loan deals, and high-interest mortgages place a heavy financial burden on people
- » Millennials have to take care of their parents as they retire—making it difficult to break a cycle of poor financial health
- » People are often forced to turn to commission-based sales agents for financial advice because they do not have other resources

ARE YOU DOING ENOUGH TO HELP YOUR EMPLOYEES AND THEIR FINANCIAL WELLBEING?



OUR PHILOSOPHY ON FINANCIAL WELLNESS

At TCG, we are committed to providing solutions that help empower individuals of all income backgrounds to save for a secure financial future. Since our founding in 1999, we have been on a mission to promote personal financial education and help our clients understand how significant each financial decision can be.

We define **financial wellness** as an ongoing process of successfully managing expenses, mitigating personal financial stress, and planning for a financially-secure retirement.

We understand that while people of distinct socioeconomic backgrounds face hardship at their respective income levels, financial stress is present and can take a detrimental toll on their personal wellbeing. The challenges that come with managing this stress can be especially difficult for those who were not raised in a culture of saving and planning for the future.

Our team strongly believes the best approach to achieve **financial wellness** is through continuous education and active engagement with financial coaches that help bridge the gaps on complex topics. These same core beliefs are exactly what power **Financial Pathway** and our mission to improve the financial future of our communities.

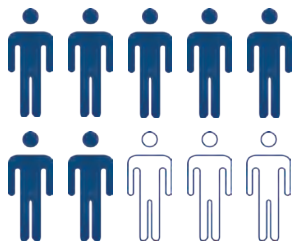
**FINANCIAL WELLNESS GOES
BEYOND RETIREMENT PLANNING...
IT'S ABOUT ADOPTING A CULTURE OF
FINANCIAL WELLBEING**



YOUR EMPLOYEES NEED HELP & THEY NEED IT NOW

THEIR FINANCIAL FUTURE MAY BE AT RISK

D I D Y O U K N O W ?



7 OUT OF **10**
AMERICAN WORKERS
say that **financial stress** is their most common cause of stress¹

83%
OF LATINOS
working in the US have **\$0** in savings for retirement²

70%
OF AMERICANS
have **less than \$1,000** of savings for a rainy day³

66%
OF MILLENNIALS
working in the US have **\$0** in savings for retirement⁴

77%
OF PRE-RETIREEES
express high concern about their savings keeping up with inflation⁵

DON'T LET YOUR STAFF MEMBERS BECOME JUST ANOTHER STATISTIC

Without you knowing, your employees might be suffering from the pitfalls of not planning for the future and often they have no one trustworthy that can help. The good news is that you have the ability to help them get one step closer to financial wellness. The solution is called **Financial Pathway**.



TAKE GOOD CARE OF YOUR STAFF MEMBERS

THE REST WILL FALL INTO PLACE

As a leader of your school district, you have the power to break cycles of poor financial planning and help lead your staff to a more financially-independent future. You can now equip your employees with a partner they can rely on for their financial journey.

ABOUT FINANCIAL PATHWAY

Financial Pathway is a comprehensive financial wellness solution that empowers users to make prudent financial decisions as they learn from engaging with online resources and interacting with trusted financial advisors. TCG formed Financial Pathway to help address financial stress and to teach individuals how to manage their personal finances in a more responsible manner.

Financial Pathway is powered by the following four levels:



**Learning
Modules**



**Planning
Toolkit**



**Live Advisor
Support**



**Executive
Coaching**

A TRUSTED PARTNER

The financial services landscape is filled with biased agents looking for a way to make money and sell their products—completely disregarding the best interest of their clients. At TCG, our team of Financial Wellness Coaches are here to provide trusted, non-commissioned assistance and support. Your staff members will always feel comfortable knowing their needs and interest are placed first.

PLAN BREAKDOWN

W E L L N E S S E S S E N T I A L

BASE CAMP

INTERACTIVE LEARNING MODULES

The first level of service provides users with engaging Learning Modules (available in Spanish) that empowers them to make sound financial decisions.

These self-guided modules cover over 25 financial topics, including:

- TRS
- Social Security for educators
- Savings rates
- Banking
- Managing debt
- Impact of interest rates
- Importance of a good credit score
- Financing higher education
- Renting vs owning a home
- Buying a car
- Taxes
- Insurances
- Protecting elderly from fraud
- » *See Appendix for all topics*

E N H A N C E M E N T 1

ASCEND

SELF-GUIDED PLANNING TOOLKIT

In addition to the features of Base Camp, this plan provides users a platform that assesses their current financial situation and provides actionable steps to help improve it.

How it works:

- Participants take a comprehensive assessment and receive a financial health score
- The system generates a detailed, goal-oriented plan
- A dashboard of actionable steps to take keeps participants accountable and helps improve their health score
- Contests and incentives help keep employees engaged (optional)

PLAN BREAKDOWN

ENHANCEMENT 2

SUMMIT

LIVE SUPPORT & ASSISTANCE

Connecting your staff members with non-biased **Live Support** is crucial to their financial health. TCG Financial Wellness Coaches are available for group workshops and assistance via phone, chat, or email.

Workshops (online/in-person) can feature relevant topics selected by the district, topics found in Base Camp, or any of the following:

- TRS Basics
- Social Security Benefits
- Inflation Protection Strategies
- Long-Term Care/Aging Parents
- Large Purchase Management
- Buying Your First Home
- Student Loan Forgiveness
- College Planning

ENHANCEMENT 3

EVEREST

EXECUTIVE COACHING

Our **Executive Coaching** plan provides additional, in-depth personal financial coaching to your school district's leadership team.

An Advisor will personally meet your leaders and conduct a comprehensive financial checkup that includes the following:

- Goal Analysis (retirement income, travel, second home, vehicles, etc.)
- Net worth assessment
- Insurance assessment
- Social Security/Pension Strategy
- Wealth and Risk Management Review and Recommendations
- Estate Planning Needs Analysis
- Liabilities Review
- Student Loan Forgiveness

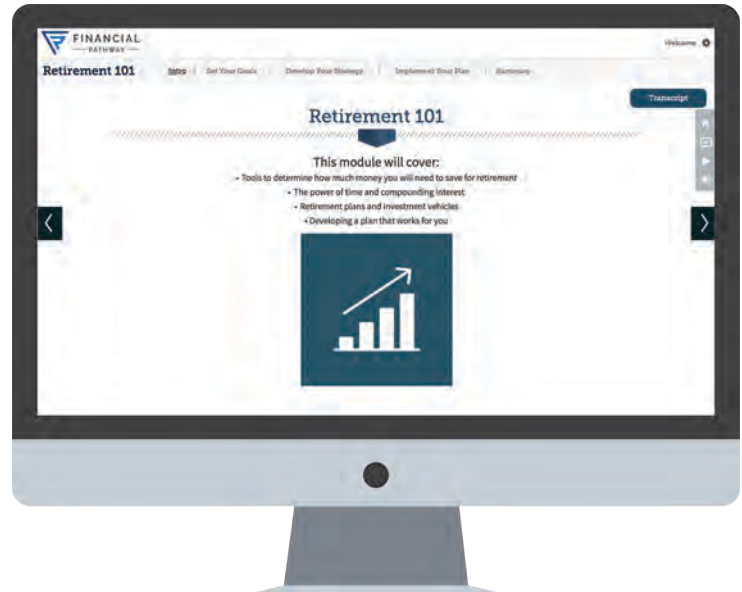
DEMO

BASE CAMP

Our Learning Modules cover a wide range of financial topics that keep users engaged and provide non-biased advice on how to manage their finances.

Highlights Include:

- 25+ self-guided modules
- 10-15 minutes to complete
- Available in Spanish
- Mobile-friendly platform



ASCEND

The Planning Toolkit conducts a digital assessment of each participant's unique financial situation and provides actionable steps to take that help improve their financial health.

Highlights Include:

- Complete analysis of an individual's financial picture
- Realistic actionable items
- Library of information blogs
- Mobile-friendly platform



DEMO

SUMMIT

TCG Financial Wellness Advisors will provide ongoing support and assistance to ensure participants have a trusted resource to reach out to in times of need.

Highlights Include:

- Workshops focused on topics most important to employees
- Meetings in person or online
- Dedicated bilingual advisors

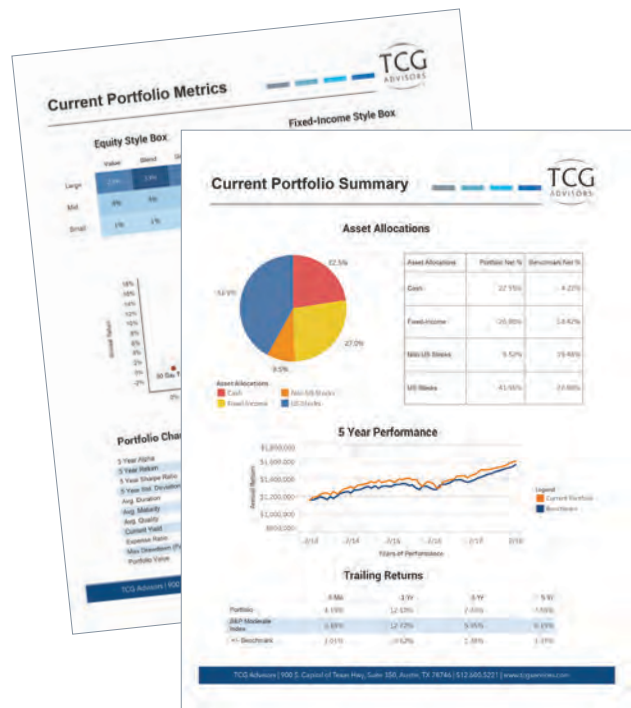


EVEREST

The Executive Coaching plan is designed to provide specialized assistance to your organization's top leaders through a comprehensive financial checkup.

Highlights Include:

- Comprehensive financial planning and investment review
- Goals-based analysis
- Personalized reports



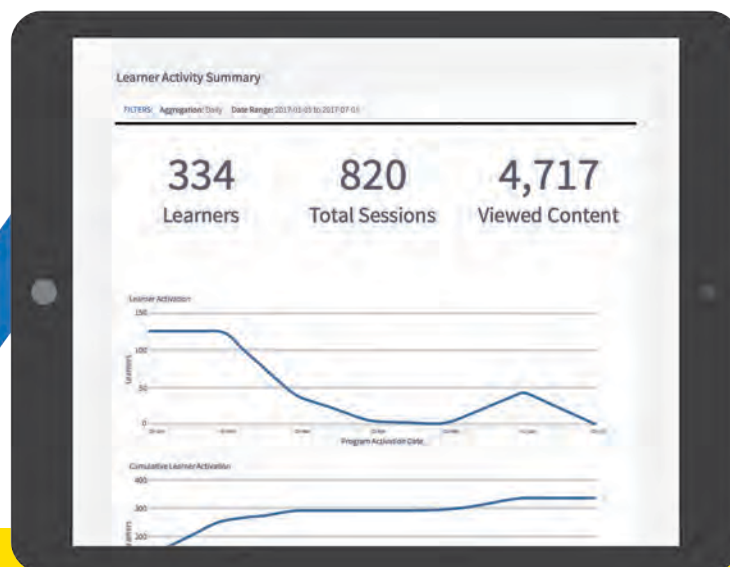
TRACKING & REPORTING

PARTICIPATION ACTIVITY

You will receive detailed reports to help track the success of Financial Pathway in your school district. Reports will help provide insight on what areas your employees are improving on and which they should focus. Together, we can help target specific areas of opportunity and improve financial wellness.

Depending on your plan, some reporting metrics can include:

- Number of users using and not using the platform
- Learning module activity use
- List of most popular topics
- Health score trend analysis
- Incentive tracking



SUMMARY

Your employees are faced with growing personal challenges that make it difficult to address their own personal financial situation. With the majority of Americans taking financial stress to work, it's up to you to help them break a cycle of poor financial health.

Financial Pathway has all the proper tools in place to help individuals get on track and reduce their financial stress. You have the power to offer them a service that can help them throughout their lifetime and lead them to a financially-independent future beyond their working years.

To recap, Financial Pathway is comprised of:

- Financial Learning Modules
- Planning Toolkit
- Live Advisor Support
- Executive Coaching Plans

Our pricing structure is simple and customizable. After choosing the Base Camp plan, you can add any other option you think your employees will benefit from.

»	Essential Plan: <i>Base Camp</i> Learning Modules	\$5 per employee
»	Enhancement 2: <i>Ascend</i> Learning Modules + Planning Toolkit	+\$2 per employee
»	Enhancement 3: <i>Summit</i> Learning Modules + Planning Toolkit + Live Advisor Support	+\$3 per employee
»	Enhancement 4: <i>Everest</i> Executive Coaching Plan (Min. 20+ Executives)	+\$550 per executive*

With **Financial Pathway**, you have the power to change the lives your staff and lead them one step closer to financial wellness.

DISCLOSURES & SOURCES

IMPORTANT DISCLOSURES

Financial Pathway is a product of TCG Group Holdings. TCG Advisors is a registered investment advisor regulated by the U.S. Securities and Exchange Commission (SEC) and registered municipal advisor, subject to the Rules and Regulations of the Investment Advisor Act of 1940 and the rules of the Municipal Securities Rulemaking Board (MSRB), and is a part of TCG Group Holdings, LLP. Registration does not imply a certain level of skill or training. TCG Advisors' parent company, TCG Group Holdings, LLP, owns and operates several other entities which provide various services to employers across the U.S. Those affiliates (wholly owned subsidiaries of TCG Group Holdings, LLP) sometimes provide services to TCG Advisors' Clients. These affiliates are Total Compensation Group Consulting, LP; TCG Administrators, LP (f/k/a JEM Resource Partners, LP); TCG Benefits (f/k/a The Paragon Group, LP; Paragon National, LP; and Paragon Benefits, LP, collectively). The business activities of these companies are discussed in its ADV Part 2A. TCG Advisors is located in Austin, Texas, and a copy of its Form ADV Part 2 is available upon request.

This brochure is not authorized for use as an offer of sale or a solicitation of an offer to purchase investments. This brochure is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, or as an offer to provide advisory or other services in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the securities laws of such jurisdiction.

Past performance may not be indicative of any future results. No current or prospective client should assume that the future performance of any investment or investment strategy referenced directly or indirectly in this brochure will perform in the same manner in the future. Different types of investments and investment strategies involve varying degrees of risk—all investing involves risk—and may experience positive or negative growth. Nothing in this brochure should be construed as guaranteeing any investment performance.

SOURCES

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²Millennials and Retirement: Already Falling Short. (2018, March 07). Retrieved from <https://www.nirsonline.org/reports/millennials-and-retirement-already-falling-short/>

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FINANCIAL PATHWAY

a product of TCG Group Holdings

900 S Capital of Texas, Suite 350

Austin, Texas 78746

Office: 512-306-9939

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www.tcgservices.com



Cypher Security, LLC

Overview

Cypher Security partners with K-12 **School Districts** to help them solve the unique cybersecurity issues that school districts face. Cypher provides **products and services** as part of employee benefit programs, as well as for direct purchase by school districts. The following is an overview of the products and services offered by Cypher:

- **iLOCK360** - Identity Monitoring, Credit Monitoring and Identity Restoration Services
- **eLOCK360** – School District Credentials Monitoring
- **Pre-Breach Services** – Cypher provides School Districts with Pre-Breach Planning and Identity Monitoring Services for district employees
- **Breach Mitigation Services** – Cypher’s breach mitigation services include Identity Monitoring, Credit Monitoring and Identity Restoration services
- **Cybersecurity Consulting** – Cypher provides cybersecurity consulting services as part of a comprehensive program designed for K-12 School Districts

The remainder of this document provides additional detail regarding the products and services offered by Cypher Security. Please note that Cypher actively partners with leading firms to deliver products and services in the dynamic cybersecurity market.

iLOCK360

iLOCK360

Powered By Experian.



EMPLOYEES MAKE YOUR DISTRICT MORE VULNERABLE TO THE *FASTEST* GROWING CRIME

EVERY **3** seconds ID THEFT occurs



COMPREHENSIVE IDENTITY FRAUD MONITORING FOR YOUR DISTRICT

Setting up iLOCK360 as a benefit for your employees is easy!

With a single secure file transfer your employees will receive immediate coverage. Following activation, they are prompted to log into their account via email to monitor their identities through our secure portal.

Help your employees monitor their identity and credit profile 24/7/365 with iLOCK360's comprehensive identity theft coverage.

SERVICE	BASIC	PLUS	PREMIUM
CyberAlert™ Monitors: <ul style="list-style-type: none"> • one Social Security number • two email addresses • two medical ID numbers • one driver's license number • two phone numbers • five credit/debit cards • five bank accounts • one passport 	✓✓	✓✓	✓✓
Social Security Number Trace		✓✓	✓✓
Change of Address		✓	✓
Sex Offender Alerts		✓	✓
Payday Loans		✓	✓
Court/Criminal Records		✓	✓
Full Service Restoration & Lost Wallet Protection		✓	✓✓
\$1M Insurance		✓	✓
Daily Monitoring of Experian		✓	✓
Daily Monitoring of TransUnion			✓
Daily Monitoring of Equifax			✓
ScoreTracker™			✓

✓ adults ✓ children to age 18



900 S Capital of Texas Hwy, Ste 350, Austin, TX 78746
Call us at 512-600-5265

iLOCK360 (continued)

iLOCK360

Powered By  experian.

**HELP EMPLOYEES MAINTAIN
THE INTEGRITY OF THEIR IDENTITY
AND IN RETURN, YOUR DISTRICT.**



CyberAlertSM Internet Surveillance

Get peace of mind knowing that our exclusive technology scours websites, chat rooms and bulletin boards 24/7/365 to identify trading or selling of your personal information online. CyberAlert monitors:

- one Social Security number
- two phone numbers
- two medical ID numbers
- five bank accounts
- two email addresses
- one driver's license
- five credit/debit cards
- one passport



**Our 360° approach
to identity monitoring
keeps your employees
covered from
multiple angles.**



\$1 Million of ID Theft Insurance

For even more peace of mind, you are insured with a one million dollar insurance policy against expenses in the event that your identity is compromised.



Lost Wallet Coverage

In the event that you lose your wallet, iLOCK360 agents will make all the calls necessary to replace missing cards and IDs: quick, easy, and less stress for you.



Full-Service Identity Restoration

Contact an iLOCK360 Certified Identity Theft Restoration Management Specialist, who'll work on your behalf to restore your ID, and let you get on with your life.



Change of Address

Prevent criminals from accessing your bank statements, credit card statements, and other identifying information by monitoring any changes to your address.



Court Records

Know if and when your name, date of birth and Social Security number appear in court records for an offense or crime that you did not commit.



Credit Report Monitoring

Find out your credit score, analyze your credit report, and monitor your identity for credit-related activity.



Social Security Number Trace

Know if your Social Security number becomes associated with another individual's name or address.



Non-Credit Loans

See if your personal information becomes linked to payday loans that do not require hard credit inquiries.



ScoreTracker

Receive a monthly report that provides relevant information with trends and credit score insight.



Sex Offender Reports

Understand if and when any sex offenders reside or move into your zip code, and ensure that your identity isn't being used fraudulently in the sex offender registry.



900 S Capital of Texas Hwy, Ste 350, Austin, TX 78746
Call us at 512-600-5265

eLOCK360 MONITOR Your District *from the* **OUTSIDE**



If your district credentials are sold on the Dark Web, eLOCK360 will identify each occurrence and automatically alert you.

- 73% of all online accounts are protected by duplicate passwords.
- A district's passwords are often phished, hacked, or extracted outside it's walls.
- It can take months, and sometimes years, to find out your district's information was compromised.
- Are your IP addresses connecting to Command & Control Servers?



Contact us today to begin monitoring your district credentials from the outside

eLOCK360 (continued)

BENEFITS OF eLOCK360

- Have someone in your corner that is always looking out for you and your district with 24/7/365 credential monitoring.
- Alerts you via email when district credentials are bought or sold on the Dark Web.



DOMAIN

Alerts you if an employee's district credentials have been compromised. These notifications allow you to take precautions to prevent unauthorized access to your district's network. When employee credentials are identified as potentially compromised, you can disable their access and require a password reset to better protect your network.



WEBSITE (URL)

Monitors the Dark Web for any chatter regarding your URL as a current or potential target for cyber criminals.



IP ADDRESSES

Monitors the Dark Web for communication that may indicate that your systems are susceptible to command and control servers. This early warning allows you to take action to sever this contact immediately.



EMAIL ADDRESSES

Monitors non-district email addresses for key district personnel to search for potential compromise. If a compromise has occurred, you can notify the affected individual to take precautions to secure their personal account. This in turn can also help to secure your district as it is commonplace for employees to reuse passwords across accounts.



DISTRICT BANK ACCOUNTS

Identifies if information regarding your specific district banking accounts are being discussed on the Dark Web. This could signify that bad actors have access to your account with the intent to make unauthorized withdrawals and may provide you with the opportunity to take action to secure or close accounts.



CREDIT & DEBIT CARDS

District will be notified when their credit or debit cards have been bought and sold on the Dark Web, so cards can be canceled and/or reissued.

Pre-Breach Services



Powered By  Experian



PRE-BREACH Plan

CyberAlert™ monitors:

- *one* Social Security Number
- *two* Email Addresses
- *five* Credit/Debit cards
- *two* Medical ID numbers
- *five* Bank Accounts
- *one* Driver's License Number
- *one* Passport
- *two* Phone Numbers



EVERY **3** seconds
ID THEFT
occurs

Breach Mitigation Services



BREACH RESPONSE

Cypher has developed a comprehensive approach to pre-breach planning and post-breach mitigation. Our mission is to partner with school districts to help them solve their unique cybersecurity issues.

Cypher's Breach Mitigation Services include **identity and credit monitoring along with identity restoration services** delivered via the iLOCK360 platform. Cypher also partners with experienced, incident response and forensic consultants to work hand-in-hand with the school district.

Cypher will collaborate with the breach response team to understand the scope of the breach including the parties impacted (e.g., school district employees, students) and information compromised. With a sound understanding of the breach situation, Cypher will engage with the school district to provide Breach Mitigation services tailored to the district's unique situation.

Breach Mitigation Services (continued)



iLOCK360

BREACH MITIGATION SERVICES

CyberAlert™ scours Internet properties, including the dark web, websites, blogs, bulletin boards, peer-to-peer sharing networks and chat rooms to identify the illegal trading and selling of a subscriber's personal information. *CyberAlert™* monitors the following:

- Social Security Number
- Bank Accounts
- Email Addresses
- Driver's License Number
- Credit/Debit cards
- Passport
- Medical ID numbers
- Phone Numbers

For school district's impacted by a data breach, iLOCK360 will monitor select credit bureaus on a daily basis. In addition, credit reports will be analyzed and affected individuals' identities will be monitored for credit-related activity.

CREDIT BUREAU MONITORING

Provides the subscriber with notifications for changes in a credit report such as loan data, inquiries, new accounts, judgments, liens and more

SOCIAL SECURITY NUMBER TRACE

Provides the subscriber with a report of all names, aliases and locations associated with their Social Security number, and notifies them if a new one is added

IDENTITY RESTORATION

Gives the subscriber access to a U.S. based *certified Identity Restoration Specialist* to restore their identity

IDENTITY THEFT INSURANCE

Offers up to \$1M reimbursement with \$0 deductible, for expenses associated with the subscriber's identity theft recovery. Covered costs include:

- Lost wages or income
- Attorney and legal fees
- Expenses incurred for refiling of loans, grants and other lines of credit
- Costs of childcare and/or elderly care incurred as a result of identity restoration

Breach Mitigation Services (continued)



BREACH MITIGATION SERVICES

eLOCK360 DISTRICT CREDENTIAL MONITORING

eLOCK360 gives you the ability to proactively watch for compromised credentials and mitigate the risk associated with breaches, so your district can defend itself against cyber crime while maintaining its reputation and integrity.



DOMAIN

Alerts you if an employee's district credentials have been compromised. These notifications allow you to take precautions to prevent unauthorized access to your district's network. When employee credentials are identified as potentially compromised, you can disable their access and require a password reset to better protect your network.



WEBSITE (URL)

Monitors the Dark Web for any chatter regarding your URL as a current or potential target for cyber criminals.



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Monitors non-district email addresses for key district personnel to search for potential compromise. If a compromise has occurred, you can notify the affected individual to take precautions to secure their personal account. This in turn can also help to secure your district as it is commonplace for employees to reuse passwords across accounts.



DISTRICT BANK ACCOUNTS

Identifies if information regarding your specific district bank accounts are being discussed on the Dark Web. This could signify that bad actors have access to your account with the intent to make unauthorized withdrawals and may provide you with the opportunity to take action to secure or close accounts.



CREDIT & DEBIT CARDS

District will be notified when their credit or debit cards have been bought and sold on the Dark Web, so cards can be canceled and/or reissued.

Cybersecurity Consulting

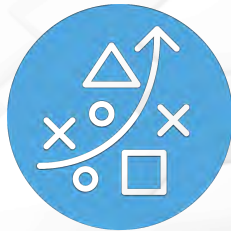


CYBERSECURITY PROGRAM

DEFEND YOUR DISTRICT

PHASE 1

Protection Planning, Pre-Breach & Breach Mitigation



Threat Assessment & Initial Testing

Evaluation and audit of digital and physical security vulnerabilities

Cybersecurity Policies & Procedures

Stay in compliance with state and federal regulations

iLOCK360 & eLOCK360 Pre-Breach Protection

Protecting individuals and governmental agencies

Training & Ongoing Education

Cultivate a security aware workforce

Student and Employee Records Digitization

Properly handling protected data: From Filing Cabinet to Cloud

iLOCK360 Breach Mitigation

Credit Monitoring, Service Restoration, Identity Theft & Fraud Protection

Cybersecurity Consulting (continued)

PHASE 2

Protection Tools, Compliance Testing & Ongoing Vendor Review



Technical Controls Implementation

Purpose-Built Suite of Leading Protection Tools

Compliance Testing and Consulting

Maintaining an Efficient and Effective Cybersecurity Program

Ongoing Vendor Review & Assessment

Evaluation and Due Diligence of Your Critical Service Providers

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

October 31, 2022

Date

 EVP and COO

Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	TCG Consulting Services, LLC	Contact	
			Signature
			Scott Hauptmann
			Printed Name
			EVP and COO
Address	900 Capital of TX Hwy S. Ste 350		Position with Company
		Official Authorizing Proposal	
	Austin, TX 78746		Signature
			Scott Hauptmann
			Printed Name
Phone	512-600-5200		EVP and COO
			Position with Company
Fax	737-704-0435		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Scott Hauptmann, EVP and COO, as an authorized representative of

TCG Consulting Services, LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative



October 31, 2022

Date

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	First Financial Administrators, Inc.	Contact	
			Signature
			Sherrie Pruitt
			Printed Name
Address	16945 Northchase Drive		President
	Suite 1800		Position with Company
		Official Authorizing Proposal	
	Houston, Texas 77060		Signature
			Sherrie Pruitt
			Printed Name
Phone	281-847-8422		President
			Position with Company
Fax	888-350-0020		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

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Frequently Asked Questions:

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Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-939136

Date Filed:
09/28/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
First Financial Administrators, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-12
Employee Benefits and Retirement Enrollment Administrative Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	First Financial Administrators, Inc.	Houston, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sherrie Pruitt, and my date of birth is 5/6/61.

My address is 16945 Northchase Dr, Ste 1800, Houston, TX, 77060, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 28 day of September, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Sherrie Pruitt, as an authorized representative of

First Financial Administrators, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

October 26, 2022
Date

SERVICES CONTRACT

This Services Contract (the “Agreement”) is entered into effective as of _____ (“Effective Date”), by and between _____ (the “Employer” and “Agency”), and, First Financial Administrators, Inc., First Financial Capital Corporation and their affiliates (collectively referred to as First Financial Group of America (“FFGA”), and TCG Consulting, LP (“TCG”), (collectively, the “Service Providers”).

For good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

1. Contract Term. The Employer agrees to retain Service Providers and Service Providers agrees to provide services to the Employer for a period of one year, commencing on the Effective Date. The contract shall be automatically renewed for successive periods of one year each, unless earlier terminated pursuant to the terms of this Agreement, or, either party gives notice of its intention to not automatically renew the contract for a successive period by providing written notice at least thirty days prior to the end of the then-current term.

2. Duties of the Service Providers. Service Providers shall provide services to the Employer. Such services will include:

(1) Provide all services contracted herein which have been procured by Region 4 Education Service Center for use by OMNIA Partners members, under Contract# R180801 (“OMNIA Contract”). These services are collectively referred to as the Region 4 ESC Cooperative for Section 125 Plan Services and Supplemental Insurance Products (“the 125 Program”). Such services will include the items listed below.

(2) The 125 Program will offer products and services to employees of the Employer and/or the Employer that include the following (“Statement of Services to be Performed”):

1. Supplemental Insurance Products that may include the products listed below.

- a. Disability Income Insurance
- b. Dental Insurance and/or Self Insured Plan
- c. Vision Insurance
- d. Term Life Insurance
- e. Long Term Care Insurance
- f. Legal Insurance
- g. Cancer Insurance
- h. Heart/Stroke Insurance
- i. Individual Life Insurance
- j. Critical Illness Insurance
- k. Identity Protection

1. Any other products mutually agreeable to the Employer and part of the 125 Program

(3) 125 Cafeteria Plan Flexible Spending Accounts and/or Health Savings Accounts using a Visa or MasterCard debit card or other commercial credit or debit card to deliver claim payments for medical and dependent care expenses.

(4) All other full 125 Cafeteria Plan administration, including the plan document and all required compliance services.

- (5) Common remitter service for paying billings from insurance/product companies.
- (6) Full website enrollment of all of the Employer's employee benefit plans, including the group medical plan.
 - a. Paperless delivery of benefits.
 - b. Upload data to payroll electronically.
 - c. Electronically transfer data to vendors.
- (7) Enrollment services and management.
- (8) COBRA administration.
- (9) Consulting on plan compliance and products.
- (10) Any and all other services under the OMNIA Contract, as selected by the Agency.
- (11) The 125 Program will (a) charge a specific fee for each service, that is disclosed to the Employer, (b) all commissions will be paid to F which will be the "agent of record" ("Agent") for the products, with records open to the Employer, (c) the other service providers will be paid a fee by First Financial Capital Corporation in return for their work that will be substantial and ongoing.
- (12) First Financial Capital Corporation will perform all the services of an agent, either directly or through service providers. First Financial Capital Corporation will be compensated for acting as the 125 Program's agent by receiving commissions from participating insurers. First Financial Capital Corporation will be responsible for paying the other service providers who perform services for the 125 Program that will be substantial and ongoing from its commissions. First Financial Capital Corporation will also provide group meetings and other onsite enrollment functions.
- (13) All of the supplemental insurance products listed above will be subject to a competitive bidding process each three years conducted at the direction of Region 4 Education Service Center for use by OMNIA Partners membership. Supplemental products may also be replaced as needed to replace insurance companies that either withdraw from the 125 Program or that fail to meet service requirements. The goal of the competitive bidding process will be to secure three (3) or more companies to deliver each of the supplemental insurance products. The Employer will then be able to choose the products they want for their employees from the list of winning bidders. The goals of the 125 Program with regard to the supplemental insurance products are to first obtain the best combination of services and rates for participating employees and second to obtain the revenue necessary to pay the cost of delivering the 125 Program.
- (14) Region 4 ESC will act as the Lead Agency of the Program.
- (15) TCG Consulting, LP will coordinate the bidding process, the work of all of the Service Providers and delivery of the services. TCG Consulting, LP is an employee benefits consulting company.
- (16) Website services and third-party administration services are provided by First Financial Administrators, Inc. ("FFA"). FFA is a licensed third-party administrator in Texas and is an affiliate of First Financial Capital Corporation.

3. Employer Agreements

- (1) The Employer agrees to abide by the decisions of the Service Providers regarding the Products to be offered in the 125 Program. The Employer further agrees to replace all such similar Products it currently offers to its employees or pays for and provides for its employees

as of the Effective Date unless the Service Providers and Employer agree otherwise. This shall not restrict the Employer's employees from purchasing such Products, but the Employer agrees not to allow the premiums for such Products to be paid either through the Employer's Section 125 Cafeteria Plan or through payroll deduction. In the event that the Employer has a contract with a Product provider, the Employer agrees to cancel such contract at the next date allowable under such contract. If the contract cannot be canceled, then the Product offered under such contract will be discontinued upon the expiration of the contract.

(2) The Employer hereby agrees that each of the service providers shall be paid in accordance with their Contracts as listed in the "Statement of Services to be Performed." All such fees shall be paid by First Financial Capital Corporation from revenue received from Product commissions.

(3) The Employer agrees to perform the services listed below in return for a fee per employee eligible to participate in the 125 Program per month, as described in the "Statement of Services to be Performed" and in accordance with this Agreement and/or the proposal submitted to the Employer by the Service Providers.

Statement of services to be provided by the Employer:

- a. Provide required payroll data to other service providers by creating an electronic file in a format mutually agreeable to service providers and Employer.
- b. Accept required payroll data from other service providers in an electronic file in a format mutually agreeable to service providers and Employer.
- c. Provide required payroll data to Product Providers by creating an electronic file in a format mutually agreeable to Product Providers and Employer.
- d. Accept required payroll data from Product Providers in an electronic file in a format mutually agreeable to Product Providers and Employer.
- e. Require and support enrollment of participants in the 125 Program through a website enrollment system established and maintained by the Third Party Administrator.
- f. Provide workspace, telephone, computer support and office supplies to the employee of the enrollment provider assigned to the Employer on a full or part-time year-round basis. The cost of telephone, computer support and office supplies may be limited by agreement between the Employer and the enrollment provider.
- g. Provide workspace and access to employees for the other service providers in the 125 Program for the purpose of educating employees about the products and services available in the 125 Program and to allow such employees to enroll on a voluntary basis in the 125 Program.
- h. Use its staff and other resources to make its best efforts to educate employees about the products and services available in the 125 Program so that employees may enroll on a voluntary basis in the 125 Program.

(4) Fees for services herein shall be paid from commissions from the products offered in the 125 Program and the commissions shall be paid to the Agent. The fees of each participating Service Providers noted above shall be paid to such Service Providers by the Agent in

accordance with the fees listed in Exhibit I attached. The Agent reserves the right to adjust the fees of any service provider to protect the financial solvency of the 125 Program.

2. Retirement Plan Services. The services listed below shall be provided through the ESC Region 10 RAMS program through an interlocal agreement between the Employer and ESC Region 10 unless the Service Providers and the Employer agree otherwise.

(1) 403(b) Administration

Provide for the organizational and administrative structure of the program through Region 10 ESC and FFA, including the following 403(b) Third Party Administration (“TPA”) Services (to be provided by FFA):

- (a) Assist Employer to develop written 403(b) Plan rules
- (b) Obtain agreements from vendors to comply with the Employer’s Plan rules
- (c) Screen new vendors for compliance
- (d) Provide 403(b) Plan website and Plan data base
 - (1) All Plan transaction requests from participants (enrollment, distributions, etc.) go through the TPA via a website
 - (2) TPA monitors and implements processes for compliance with all Plan rules; all federal laws and regulations applicable to 403(b) plans; and State laws and regulations applicable to 403(b) plans, including the processes listed below
 - i. Eligibility
 - ii. Enrollment
 - iii. Contributions
 - iv. Distributions
 - v. Loans
 - vi. Transfers and Rollovers
 - vii. Any other services mutually agreeable to the Employer, TPA and ESC Region 10
- (e) Transactions transmitted electronically to vendors
- (f) Vendors process transactions and send electronic records to TPA
- (g) TPA (not vendors alone) maintains records of transactions to facilitate Plan audits
- (h) TPA website also used to educate employees on need for retirement savings
- (i) TPA provides common remitter of all payroll deduction contributions to vendors and ensures that contributions are remitted to employees’ accounts timely and in accordance with federal and state regulations
- (j) TPA submits all employees’ contributions received from Employer to all 403(b) vendors in a timely manner and in accordance with applicable state and federal regulations
- (k) TPA provides training for Employer staff and assists Employer in communicating aspects of the Plan to employees
- (l) TPA provides support for Employer in assuring that the Plan meets the “universal eligibility” requirements of Section 403(b) of the Internal

Revenue Code and other applicable federal rules as may be amended from time to time

- (m) TPA provides any other services required by the final 403(b) regulations issued by the Internal Revenue Service
- (n) TPA provides reports to the Employer necessary for Plan compliance as needed and requested, including payroll and vendor account reports, distribution/account transaction reports, reports of who is participating in the 403(b) Plan and any other reports mutually agreeable to the Employer, the TPA and ESC Region 10.

(2) 457(b) Retirement Savings Plan Administration

Provide a 457(b) Retirement Savings Plan (“Plan”) to the Employer through Region 10 ESC and FFA in order to provide the Employer with the Region 10 ESC 457 Cooperative and Master Plan. Such Plan services shall include the following:

1. Provide for the organizational and administrative structure of the program, including a Trust for investment of Plan funds, oversee the investments of the Trust, and provide a Plan document to the Employer.
2. Provide for an Investment Advisor to oversee the investments offered in the Cooperative and Master Plan and to accept fiduciary responsibility for the selection of the investments offered to employees participating in the Cooperative and Master Plan.
3. Provide staff time necessary for efficient operation of the program.
4. Provide all online and other administrative services for the 457 Plan.
5. Facilitate the delivery of all services purchased.

(3) 457(b) FICA Alternative Plan Administration

Provide a 457(b) FICA Alternative Plan (“Plan”) to the Employer through Region 10 ESC and FFA in order to provide the Employer/Agency with the Region 10 ESC FICA Alternative Plan and Trust. Such Plan services shall include the following:

1. Provide for the organizational and administrative structure of the program, including a Trust for investment of Plan funds, oversee the investments of the Trust, and provide a Plan document to the Employer.
2. Provide for an Investment Advisor to oversee the investments of the Plan and Trust and to accept fiduciary responsibility for the selection of the investments of the Plan and Trust.
3. Provide staff time necessary for efficient operation of the program.

4. Provide all online and other administrative services for the 457 Plan.
5. Facilitate the delivery of the services purchased.

4. Other Provisions.

(1) All such services shall be provided by the Service Providers upon reasonable prior notice to the Service Providers by the Employer. The Employer may require the Service Providers to render such services to or on behalf of the Employer in connection with a contract, joint venture, partnership, or other arrangement entered into with an affiliate of the Employer or any other party. Service Providers agree that they will provide services under this Agreement using the standards of care, skill, and diligence normally provided in the performance of the same or similar services.

(2) The Employer acknowledges that some of the services listed in Section 2. will be provided by TCG Advisors, LP in its capacity as Investment Advisor to the 457(b) Retirement Savings Plan and 457(b) FICA Alternative Plans. The Employer hereby acknowledges that such services are provided under an investment advisory agreement between TCG Advisors, LP and ESC Region 10 that provides investment oversight to the 457(b) Retirement Savings Plan and 457(b) FICA Alternative Plans.

(3) The Employer acknowledges that the service of receiving Plan funds and forwarding these along with necessary records to the investment companies providing fund options for the 457(b) Retirement Savings Plan and 457(b) FICA Alternative Plans will be provided through a Custodial Agreement between ESC Region 10 and Wilmington Trust.

(4) The Employer acknowledges that the service of providing investment and/or annuity options to which 403(b) Plan participants will be able to direct their contributions and assets under the Plan will be provided by investment and/or insurance companies. The Employer hereby agrees to sign separate agreements or contracts with these investment and/or insurance companies in order to receive these services for the Plan, if required by such providers. The Employer also agrees that the investment and/or insurance companies may deduct fees from the accounts of Plan participants who direct their contributions and/or assets to the funds and/or products of these companies in accordance with the companies' prospectuses and/or insurance company policies or contracts. The Employer also acknowledges that the investment companies and/or insurance companies may pay commissions to individuals who have contracted with these companies to sell their funds and/or products.

5. Compensation. Subject to the terms and conditions hereof, in consideration of the services to be rendered by the Service Providers to Employer hereunder, Employer that the Service Providers is to be paid the fees as provided in Exhibit 1.

6. Reimbursement of Expenses. During the Contract Term, the Employer shall, within thirty (30) days after its receipt of appropriate documentation from Service Providers, reimburse Service Providers for any reasonable and necessary out-of-pocket expenses which are properly documented, which are incurred by Service Providers in connection with services rendered to the Plan and services which are not listed or referenced in Section 2 of this Agreement. *Any expenses must be approved in advance by the Employer. Failure to obtain such prior approval shall remove any obligation by the Employer to reimburse expenses of the Service Providers.*

7. Independent Contractor. The parties acknowledge that Service Providers are skilled professional benefits administrators who will be rendering professional services pursuant to this Agreement. Service Provider will use their professional judgment and expertise to accomplish the details of their work. Service Providers are, and shall for all purposes be considered, an independent contractor, and nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between Service Providers (or affiliates of a Service Providers) and the Employer (or any affiliate of the Employer). In this respect, Service Providers acknowledge and agrees that they shall have no right or authority to commit or obligate the Employer in any way to any third party or parties unless specifically authorized to do so by an authorized officer of the Employer.

The parties acknowledge that Service Providers are free to perform services for other persons or entities and that this agreement is not an exclusive arrangement for the services of Service Provider.

The parties also acknowledge that, at the time of entering this agreement and during the Contract Term, or any renewal period, Service Provider is or may be engaged to perform services for any other Employer, organization or individual without the permission of the Employer.

Further, Service Providers acknowledge and agree that they will not be entitled to any benefits generally provided by the Employer to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth in Section 3 above.

It is understood and agreed that Service Providers shall pay all taxes, licenses, and fees levied or assessed on Service Providers in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon wages of Service Providers, their agents, employees, and representatives. Service Providers agree to require the same agreements of their sub-contractors. Service Providers agree to furnish the Employer with the information required to enable it to make the necessary reports and pay taxes.

8. Confidentiality; Work Product.

(a) Subject to (b), without the prior written consent of the Employer, Service Providers specifically agree that they will not at any time during or after the term of this Agreement divulge any confidential information (information not available to the public or which would be generally known by knowledgeable individuals in the industry who do not work for the Employer) obtained by Service Providers during the Contract Term, including, but not limited to, the Employer's methods of operation, designs, concepts, processes, new developments, cost data, price data, trade secrets, formulas, financial condition, or information which came to Service Providers' attention by reason of their performance hereunder. In the event that the Employer takes any legal action against the Service Providers, or if it is necessary for the Service Provider to take any legal action against the Employer in order to enforce the provisions of this Contract, then this section (a) shall become void and the Service Providers shall be free to disclose such information to the extent that

it is necessary to provide for a defense against any legal action by the Employer or to pursue any legal action against the Employer.

(b) Any and all work product, inventions, discoveries, formulas, patterns, devices, compilations, codes, moral rights, developments, trade secrets, know-how, show-how, mask work right, patents, copyrights, trade or service marks, trade names, work made for hire, presentations, seminars, compliance material, position papers, contract forms, document forms, or intellectual property protection or intangible legal rights or interests, developed or acquired in the course of providing services pursuant to this Agreement, shall be the joint property of the Employer and the Service Providers, and the Service Providers shall have the right to use such information or rights freely without the permission of or compensation to the Employer. If any confidential information as defined in section (a) is included in such material, the material may be used by the Service Providers if any confidential information is deleted before being used.

9. Employer Property. Other than property and rights covered by paragraph 8(b), the Employer and Service Providers understand and agree that all Employer records computer print-outs, and any other records, files, documents, drawings, specifications, equipment, books and other similar items relating, in any manner whatsoever, to the business of the Employer shall remain the exclusive property of the Employer. All such books, records, data, logs, programs and records in Service Providers' possession or under Service Providers' control belonging to the Employer shall be immediately returned by Service Providers to the Employer upon any termination of this Agreement or upon any request for such documents and materials by the Employer. To the extent that such books, records, data, logs, programs and records in Service Providers' possession or under Service Providers' control belonging to the Employer also represent a work product of the Service Providers, as defined in section 8(b), the Service Providers may keep a copy of such items, subject to the restrictions and rights of the Service Providers and the Employer as provided in section 8.

10. Notice. Any notice provided or permitted to be given under this Agreement must be in writing, but may be served by deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested. Notice given by registered mail shall be deemed delivered and effective on the date of delivery shown on the return receipt. Notice may be served in any other manner, including telex, telecopy, telegram, etc., but shall be deemed delivered and effective as of the time of actual delivery. For purposes of notice the addresses of the parties shall be as follows:

If to the Employer, to:

Attn: _____

If to Service Providers, to:

TCG Consulting, LP
900 S. Capital of Texas Highway, Suite 350

Austin, TX 78746
Attn: COO

And

FFGA
16945 Northchase Drive, Suite 1800
Houston, TX 77060
Attn: CEO

Such addresses may be changed from time to time, by written notice to the other party.

11. Indemnification. Service Providers agrees to accept liability for any federal compliance violations that occur directly as the result of any administrative services, advice, actions, agreements or other activity provided under this Agreement, provided that any actions that the Service Providers have advised the Employer to take have been carried out by the Employer as advised or actions that the Employer has been advised by the Service Providers not to take have not been taken as advised. In the event that the Service Providers are liable for any federal compliance violations under the terms of this Agreement, the Service Providers shall provide for correction of the violation(s) by the least expensive method, which alleviates all liability for the Employer in a reasonable time frame for the matter involved.

12. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the matters contemplated hereby and any previous agreements or understandings between the parties are superseded by this Agreement. This Agreement shall also replace any and all previous contracts, agreements or understandings between the Employer and the Service Provider.

13. Assignability. Service Providers shall have no right to assign, transfer or delegate its rights or obligations hereunder and any attempt thereof shall be void. This Agreement, with the Service Providers' prior written consent, may be assigned or transferred to any affiliate of the Employer or to any partnership or joint venture in which the Employer or any affiliate of the Employer participates. This Agreement shall be binding upon and shall inure to the benefit of, any of the Employer's successors or assigns.

14. Amendment of Agreement; Waiver. This Agreement may only be amended or modified by written instrument duly executed by each of the parties hereto. The failure of a party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach.

15. Choice of Governing Law and Forum. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Employer's primary administrative offices are located.

16. Headings. The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

17. Ambiguities. In the event that it shall be determined that there is any ambiguity contained herein, such ambiguity shall not be construed against either party hereto as a result of such party's preparation of this Agreement but shall be construed in light of all of the facts, circumstances and intentions of the parties at the time this Agreement is executed.

18. Severability. In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and any person may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

20. Mediation. The parties agree to attempt to resolve any disagreements through discussions. If this does not resolve such disagreements, parties agree to seek to resolve any disagreements with voluntary, non-binding Mediation before taking any legal action of any kind. The costs of the mediation shall be shared equally by the parties.

21. Contract Termination. This Agreement may be terminated prior to the end of the Contract Term if the Service Providers or the Employer is dissolved or otherwise ceases to continue doing business. This Agreement shall be terminable by Employer upon:

- (a) The failure by Service Providers to cure the nonperformance of duties outlined in this Agreement or any breach of any provision hereof within 30 days after receiving written notice from Employer; or
- (b) This Agreement shall automatically terminate upon bankruptcy, insolvency, or upon the assignment for the benefit of creditors by Service Providers; or
- (c) Conviction of Service Providers of violation of any criminal law or statute; or
- (d) Conviction of Service Providers of performing any fraud or dishonesty affecting Employer or the Plan.

Upon occurrence of any of the foregoing, this Agreement may be terminated by Employer by providing written notice to the Service Providers. The date of termination specified in the notice may be any date thirty (30) days or more after the date of receipt of notice.

Upon termination of this Agreement, neither party shall have any further obligation to the other, with the exception of Sections 8, 9 and 20 hereof, the provisions of each of which shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

EMPLOYER:

By: _____

Name: _____

Title: _____

SERVICE PROVIDERS:

FFGA _____

By: _____

Name: _____

Title: _____

TCG _____

By: _____

Name: _____

Title: _____

SAMPLE

Exhibit I

All fees are to be paid by First Financial Capital Corporation , LLC (“Agent”) from commissions received from the supplemental insurance products purchased on a voluntary basis by employees of the Employer/Agency. Check all applicable.

<u>Service Providers</u>	<u>Monthly Fees</u>
<input checked="" type="checkbox"/> Consultant (TCG Consulting)**	\$1.25 per Eligible Employee*
<input checked="" type="checkbox"/> Third Party Administrator (FFA)**	
<input checked="" type="checkbox"/> Section 125 Plan Administration	\$.50 per Eligible Employee*
<input checked="" type="checkbox"/> Flexible Spending Accounts using Debit Card	\$1.50 per Eligible Employee*
<input checked="" type="checkbox"/> 125 Plan/Supplemental Product Common Remitter	\$.50 per Eligible Employee
<input checked="" type="checkbox"/> 403(b) Plan Administration***	\$1.50 per Eligible Employee*
<input checked="" type="checkbox"/> Website Enrollment of all Employee Benefits	\$3.00 per Eligible Employee*
<input checked="" type="checkbox"/> 457(b) Plan Administration	***
<input checked="" type="checkbox"/> FICA Alternative Plan Administration	***
<input checked="" type="checkbox"/> The Agent (acting as the Agent for the Program and as the Enrollment Company) **	\$8.00 per Eligible Employee*
<input checked="" type="checkbox"/> Participating Employer/Agency**	(choose one) <input type="checkbox"/> Basic iLock Identity Protection for all Eligible Employee* at no cost <input type="checkbox"/> FinPath financial education program for all Eligible Employee* at no cost
<input checked="" type="checkbox"/> Cooperative Management**	\$.40 per Eligible Employee*
<input checked="" type="checkbox"/> OMNIA Partners	2.00% of Commissions paid to Service Provider
<input checked="" type="checkbox"/> Other (Describe Services and Fees): _____	

*Eligible Employee shall be defined as any employee of the Agency eligible to participate in the Section 125 Cafeteria Plan or the Supplemental Products.

**Fee is to be paid from the Program of each Participating Agency. Commissions from the products offered in the Program shall be paid to the Agent. The fees of each participating Service Providers noted above shall be paid to such Service Providers from by the Agent. The Agent reserves the right to adjust the fees of any Service Provider to protect the financial solvency of the Program. The Agent shall be responsible for paying the Service Providers for accounting for all income and expenses of the Program.

***As provided in the interlocal agreements and other agreements referenced therein between ESC Region 10 and the Employer.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into by and between **XXXXXX** located at **XXXXXX** (hereafter Covered Entity”) and **FIRST FINANCIAL ADMINISTRATORS, INC. and FIRST FINANCIAL CAPITAL CORPORATION**, located at 16945 Northchase Drive, Suite 1800, Houston, TX 77060 (each hereafter a “Business Associate”).

WHEREAS, Business Associate may during the performance of certain of their business activities with Covered Entity have access to, create or receive Protected Health Information, as hereinafter defined, on behalf of the Covered Entity in connection with services to be provided by Business Associate to Covered Entity from time to time; and

WHEREAS, Covered Entity wants to satisfy the applicable requirements of the Privacy Rule, Security Rule and Standard Transactions Rule, as those terms are hereinafter defined, by obtaining satisfactory assurances from Business Associate concerning Business Associate’s use, disclosure, requests for, and safeguarding of Protected Health Information, and Business Associate wants to provide such assurances, as more particularly set forth in this Agreement, in order to continue to provide the services; and

WHEREAS, Business Associate agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (Division A, Title XIII and Division B, Title IV of Public Law 111-5) and implementing regulations (Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations) dealing with the confidentiality, security and standardized transmission of health or health-related information, as applicable to Business Associate;

NOW THEREFORE, for and in consideration of the foregoing premises, which are incorporated into and made a part of this Agreement, the parties agree as follows:

- 1. EFFECTIVE DATE.** This Agreement shall be effective as of the day and year first written above with respect to the HIPAA Rules and as of the applicable effective dates for such provisions related to the HITECH Act.
- 2. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

Specific definitions:

- a) *Breach.* “Breach” means the acquisition, access, use, or disclosure, or possibility of acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule.

- b) *Electronic Health Record*. “Electronic Health Record” shall have the same meaning as set forth in section 13400(5) of Public Law 111-5 and any implementing regulations.
- c) *Designated Record Set*. “Designated Record Set” shall have the same meaning as set forth in 45 CFR § 164.501 and refers to an item, collection, or storing of information that contains protected health information that is used, in whole or in part, to make decisions about individuals, their treatment or billing for services rendered, including medical records and billing records, enrollment, payment, claims adjudication and case or medical management record systems.
- d) *HHS*. “HHS” means the U.S. Department of Health and Human Services.
- e) *HIPAA Rules*. “HIPAA Rules” means the Privacy Rule, Security Rule and Standard Transactions Rule, collectively.
- f) *HITECH Act*. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- g) *Limited Data Set*. “Limited Data Set” shall have the same meaning as set forth in 45 CFR § 164.514(e)(2).
- h) *Privacy Rule*. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as they exist now or as they may be amended.
- i) *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, but for purposes of this Agreement shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity.
- j) *Required By Law*. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103. In general, Required by Law means a mandate contained in law that compels a person to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- k) *Secretary*. “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his designee.
- l) *Security Incident*. “Security Incident” means the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Protected Health Information (whether electronic or non-electronic) or interference with system operations of an information system involving Protected Health Information.
- m) *Security Rule*. “Security Rule” means the Security Standards set forth at 45 CFR Parts 160 and 164, as they exist now or as they may be amended.
- n) *Standard Transactions Rule*. “Standard Transactions Rule” means the Standards for Electronic Transactions set forth at 45 CFR, Parts 160 and 162, as they exist now or as they may be amended.

- o) *Unsecured Protected Health Information*. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted by this Agreement.
- b) Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information for any purpose other than as permitted by this Agreement.
- c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions applicable, as set forth in this Agreement, to Business Associate, with respect to Protected Health Information and agrees to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality and security of Protected Health Information.
- d) Business Associate agrees to make its internal practices (including policies and procedures), books, records, and services relating to the use and disclosure of Protected Health Information and the safeguards established with respect to such information available:
 - 1. to Covered Entity within thirty (30) business days of the date Business Associate receives a request from Covered Entity; and
 - 2. to the Secretary in the time and manner as directed by the Secretary.

Notwithstanding the above, no attorney-client, account-client, or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this provision.

- e) Business Associate acknowledges that the Privacy Rule requires Covered Entity to provide individuals with a number of privacy rights, including the right to inspect and copy Protected Health Information within the possession or control of Covered Entity and its business associates, the right to amend such Protected Health Information, and the right to obtain an accounting of disclosures of Protected Health Information to third parties for certain purposes. To assist Covered Entity in complying with these requirements, Business Associate agrees to the following:
 - 1. Within ten (10) days of a request by Covered Entity, Business Associate shall, as directed by Covered Entity, either (a) provide a copy of such Protected Health Information as is specified by Covered Entity to Covered Entity or to an individual specified by Covered Entity or (b)

make such Protected Health Information available for inspection and copying by an individual specified by Covered Entity. To the extent that Business Associate uses or maintains an Electronic Health Record with respect to Protected Health Information, Business Associate shall comply with the requirement of this Section to provide a copy of Protected Health Information upon request by providing an electronic copy of such information to Covered Entity, the individual or a third party designated by the individual, as directed by Covered Entity. Business Associate shall maintain a record of any access to Protected Health Information provided under this Section in such form as may be specified by Covered Entity and shall provide a copy of such record to Covered Entity promptly upon request. If any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall notify the individual that the request will be forwarded to Covered Entity and shall promptly forward such request to Covered Entity.

2. Within a reasonable time after a request by Covered Entity, Business Associate agrees to amend or correct Protected Health Information as directed by Covered Entity.
3. Business Associate agrees to record each disclosure made to a third party of Protected Health Information as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, with the exception of disclosures made for any of the following purposes:
 - i. treatment, payment, or Covered Entity's health care operations;
 - ii. in response to a request from the individual who is the subject of the disclosed Protected Health Information or that individual's personal representative;
 - iii. to persons involved in that individual's health care or payment for health care;
 - iv. for national security or intelligence purposes;
 - v. to law enforcement officials or correctional institutions regarding inmates; or
 - vi. that are part of a Limited Data Set.

At a minimum, Business Associate shall track the following information regarding each disclosure:

- i. Date of the disclosure;
- ii. Name of the third party to whom Protected Health Information was disclosed and if known, the address of the third party;
- iii. A brief description of the disclosed information; and
- iv. A brief description of the purpose and basis for disclosure.

Business Associate shall maintain a record of such information for no less than six (6) years from the date of disclosure and shall provide such information to Covered Entity within thirty (30) days of a request by Covered Entity or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with the Privacy Rule.

It is not anticipated that Business Associate will use or maintain Electronic Health Records on behalf of Covered Entity. However, to the extent that Business Associate does use or maintain any Electronic Health Records on behalf of Covered Entity, Business Associate shall maintain such records of its disclosures of Protected Health Information to third parties with respect to such Electronic Health Records as necessary for Covered Entity to comply with section 13405 of Public Law 111-5 and any implementing regulations. Business Associate shall provide such records of disclosure to Covered Entity upon request or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with applicable law.

- f) Business Associate agrees to implement administrative, physical and technical safeguards and security policies and procedures and documentation standards to protect the confidentiality, integrity and availability of Protected Health Information in compliance with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 in the same manner as such sections apply to Covered Entity.
- g) Business Associate agrees to report any Security Incident to the Corporate Compliance Department of Covered Entity. Business Associate shall make such report promptly in writing but in no case more than thirty (30) business days after Business Associate learns of a Security Incident. Such report shall include the following:
 - 1. A description of what happened, including the date of the Security Incident and the date of discovery of the Security Incident;
 - 2. A description of the types of Protected Health Information that were involved in the Security Incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved) and whether any such information was Unsecured Protected Health Information;
 - 3. Identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified or destroyed during such Security Incident;

4. Business Associate's assessment of whether the Security Incident constitutes a Breach, including Business Associate's reasons for concluding that the Security Incident is, or is not, a Breach. This assessment should address, at minimum, information as to the likelihood of reidentification of the information, the person(s) who acquired the information, whether the PHI was actually acquired or viewed, and the extent to which the risk has been mitigated;
 5. Such other information as Covered Entity may request.
- h) Business Associate agrees to cooperate fully with Covered Entity in investigating any Security Incident and implementing such measures to mitigate any harmful or potentially harmful effects of such Security Incident, as deemed appropriate by Covered Entity in its sole and absolute discretion, including, but not limited to, notifying affected individuals, appropriate authorities and media of the Security Incident, regardless of whether the Security Incident constitutes a Breach and regardless of whether notification is Required by Law, and providing affected individuals with services to protect themselves against identity theft.
 - i) Until such time as the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Privacy Rule and such guidance becomes effective, Business Associate agrees to limit the use, disclosure or request for Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with 45 CFR § 164.502(b). On and after the effective date of guidance first issued by the Secretary on what constitutes "minimum necessary," Business Associate shall limit the use, disclosure or request for Protected Health Information to the minimum necessary in accordance with such guidance. In the case of the disclosure of Protected Health Information by Business Associate, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure, consistent with performance of the services for which Business Associate has been retained by Covered Entity and any directives or guidelines Covered Entity may specify.
 - j) Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any Protected Health Information; *provided, however,* that this provision shall not prohibit Business Associate from (a) accepting remuneration from Covered Entity in consideration for the services performed by Business Associate for Covered Entity or (b) charging individuals a reasonable, cost-based fee approved by Covered Entity for providing a Copy of Protected Health Information pursuant to Section 3(e)(1) of this Agreement.
 - k) If and to the extent that Business Associate conducts any transaction subject the Standard Transactions Rule for or on behalf of Covered Entity, Business Associate shall comply, and shall require any agent or subcontractor conducting such transaction to comply, with each applicable requirement of the Standard Transactions Rule in the same manner as such requirement applies to Covered

Entity. Business Associate shall not enter into, or permit its agents or subcontractors to enter into, any agreement in connection with the conduct of any transaction for or on behalf of Covered Entity that:

1. changes any definition, data condition, or use of a data element or segment as described in the Standard Transactions Rule (45 CFR § 162.915(a));
 2. adds any data elements or segments to the maximum defined data set as described in the Standard Transactions Rule (45 CFR § 162.915(b));
 3. uses any code or data elements that are either marked “not used” in the Standard Transactions Rule’s implementation specifications or are not in the Standard Transaction Rule’s implementation specifications (45 CFR § 162.915 (c)); and
 4. changes the meaning or intent of any of the Standard Transactions Rule’s implementation specifications (45 CFR § 162.915(d)).
- l) To the extent required by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against any penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) to which Covered Entity may become subject insofar as such penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Security Incident, breach of this Agreement or any unauthorized use or disclosure of Protected Health Information by Business Associate and/or agents or subcontractors acting or accessing PHI on behalf of Business Associate.
- m) Business Associate agrees to execute an appropriate Business Associate Agreement with any agent, subcontractor, or other such party accessing Protected Health Information on behalf of Business Associate.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform any written agreement for services between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to the extent necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s legal responsibilities if:
1. The disclosure is Required by Law; or
 2. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate

shall disclose such Protected Health Information that such person or organization shall:

- i. hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
 - ii. notify Business Associate, who shall in turn promptly notify the Corporate Compliance Department of the Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such Protected Health Information was breached.
- c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

5. OBLIGATIONS OF COVERED ENTITY

- a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information requested by an individual to which Covered Entity has agreed in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. TERM AND TERMINATION

- a) *Term.* This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible or permitted by law to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach within such reasonable time period specified by Covered Entity (not less than thirty (30) days) after Covered Entity notifies Business Associate in writing of the breach; or
2. Immediately terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Covered Entity's remedies under this Section shall be cumulative and the exercise of any remedy shall not preclude the exercise of any other. Before exercising any of these options, Covered Entity shall provide reasonable written notice to Business Associate describing the violation and the action it intends to take.

c) *Effect of Termination.*

1. Except as provided in paragraph 2 herein below, upon termination of this Agreement for any reason, upon direction of Covered Entity, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of Protected Health Information, unless Required by Law.
2. In the event Business Associate reasonably determines that returning or destroying Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

7. MISCELLANEOUS

a) *Regulatory References.* All references to the HIPAA Rules codified in 45 CFR shall mean the referenced sections as in effect or as amended by the HITECH Act and as may be further amended by law or regulation.

- b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, and any other applicable law.
- c) *HITECH Act Compliance.* The parties acknowledge that the HITECH Act includes several provisions impacting the health care industry, including significant changes to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules and many of these changes will be clarified in forthcoming regulations. Each party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder and agree to take such action to modify this Amendment as reasonably necessary to comply with the HITECH Act and its implementing regulations, guidance, and interpretations as they become effective.
- d) *Audit.* Covered Entity may, at any time upon reasonable prior notice, examine the use, disclosure and maintenance of Protected Health Information by Business Associate and Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors, including the safeguards employed to protect the confidentiality of Protected Health Information. Business Associate shall cooperate fully in any such examination and shall require Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors to cooperate fully.
- e) *Ownership of Information.* As between Covered Entity and Business Associate, Covered Entity shall retain all right, title and interest in and to all Protected Health Information. Subject to the terms and conditions of this Agreement, Covered Entity grants Business Associate a limited, non-exclusive and non-transferable license to use Protected Health Information as necessary to perform the services specified in the written agreement(s) for services between Covered Entity and Business Associate.
- f) *Expenses.* Business Associate's compliance with this Agreement, including without limitation, providing access to Protected Health Information; accounting for disclosures of Protected Health Information; correction or amendment of Protected Health Information; cooperation with the implementation of mitigating measures deemed appropriate by Covered Entity following a Security Incident; the return or destruction of Protected Health Information; and cooperation with any examination of the use, disclosure or maintenance of Protected Health Information by Business Associate, shall be at Business Associate's sole expense.
- g) *Irreparable Harm.* Business Associate acknowledges and agrees that any use, disclosure or maintenance of any Protected Health Information in a manner inconsistent with this Agreement may give rise to irreparable injury to Covered Entity for which damages would not be an adequate remedy. Accordingly, in

addition to any other legal remedies which may be available at law or in equity, Covered Entity shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Protected Health Information or failure to maintain the security of Protected Health Information as required by this Agreement.

- h) *Severability.* To the greatest extent possible, each provision under this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement is found to be invalid, it shall be to that extent deemed omitted, and the balance of the Agreement shall remain enforceable.
- i) *Survival.* The rights and obligations of the parties under Section 3(l) and Section 6(c) (“Effect of Termination”) of this Agreement shall survive the termination of this Agreement.
- j) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and any other applicable law.
- k) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- l) *No Agency Relationship.* Nothing express or implied in this Agreement is intended to establish, nor shall anything establish, an agency relationship between the Covered Entity and Business Associate, and their respective successors or assigns.
- m) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties relating to the use and disclosure of Protected Health Information. There are no understandings or agreements relating to the use and disclosure of Protected Health Information which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless executed in writing by the party to whom such change, waiver or discharge is sought to be enforced.

AGREED:

COVERED ENTITY:

XXXXXXXXXX

Address:

XXXXXXXXXX

Signature

Name

Title

Date

BUSINESS ASSOCIATE:

**FIRST FINANCIAL
ADMINISTRATORS, INC.**

Address:

16945 Northchase Drive, Suite 1800
Houston, TX 77060

Signature

Name

Title

Date

**FIRST FINANCIAL
CAPITAL CORPORATION**

Address:

16945 Northchase Drive, Suite 1800
Houston, TX 77060

Signature

Name

Title

Date

GROUP COBRA ADMINISTRATIVE SERVICES AGREEMENT

This COBRA ADMINISTRATIVE SERVICES AGREEMENT (this “Agreement”) is by and between _____, located at _____ (“Employer”) and First Financial Administrators, Inc., a Texas corporation, located at 16945 Northchase Drive, Suite 1800, Houston, TX 77060 (“COBRA Administrator”).

WHEREAS Employer has adopted and sponsors one or more group health plan(s) (“Plan” or “Plans”) which are required to offer continuation of coverage to certain individuals pursuant to the provisions of §4980 B of the Internal Revenue Code of 1986, as amended, and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as “COBRA”);and

WHEREAS Employer desires to obtain COBRA administrative services for the Plan, and COBRA Administrator desires to provide such administrative services on the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the mutual promises set forth in this Agreement, the Employer and COBRA Administrator agree as follows:

ARTICLE I: TERM, SCOPE AND DEFINITIONS

1.1 Agreement Effective Date and Term. This Agreement is effective the _____ day of _____ (“Effective Date”); provided, however, that COBRA Administrator shall have no obligation to commence services until the Service Start Date is properly designated. The initial term of the Agreement will be for twenty-four (24) months commencing on the Effective Date; thereafter, this Agreement will renew automatically for successive periods of 12 months unless and until terminated as provided herein. The Service Start Date for the services shall be a date 30 days from the date the Employer provides all data requested in EXHIBIT A. After COBRA Administrator receives all necessary data, it shall acknowledge receipt and shall designate the Service Start Date via e-mail. Employer shall designate sufficient resources, including the assignment of personnel, to provide the necessary information in a timely manner.

1.2 Scope of Services. Services to be provided under this Agreement are set forth in Article III (the “Services”). COBRA Administrator is only responsible for and will comply with the specifications and requirements established in this Agreement.

1.3 Definitions

“**Business Associate Agreement**” means the separate agreement between the Plan and COBRA Administrator documenting compliance with HIPAA's privacy, security, and electronic data interchange requirements, that the Plan and COBRA Administrator have entered into prior to the date hereof or in connection herewith.

“**COBRA Administrator**” means First Financial Administrators, Inc.

“**Continuation Coverage**” means the coverages following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.

“Continuation Coverage Period” means the period commencing on the date of a Qualifying Event and continuing for the maximum period specified in COBRA.

“Employer” means Employer as defined in the first paragraph on page 1 of this Agreement.

“Health Plan Provider” means any organization, group, or individual providing group health benefit coverage subject to COBRA for employer groups.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Litigation” means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under COBRA or this Agreement, or an audit or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer or the COBRA Administrator.

“Plan” means Employer’s Health Plan.

“Plan Administrator” means the Plan Administrator as set forth in the Plan document.

“Plan Sponsor” means the Employer.

“Protected Health Information” or **“PHI”** has the meaning assigned to such term under HIPAA.

“Qualified Beneficiary” or **“QB”** means any individual specified in COBRA who is eligible to elect Continuation Coverage with respect to the Plan.

“Qualifying Event” means an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA.

“Services” means the services which COBRA Administrator specifically agrees to provide hereunder.

ARTICLE II: EMPLOYER OBLIGATIONS

2.1 COBRA Administration.

- (a) Employer is responsible for all aspects of the administration of COBRA with respect to the Plan, except as expressly provided in this Agreement.
- (b) Employer delegates to COBRA Administrator the responsibilities listed in Section 3.2.
- (c) Employer will send COBRA Administrator the following information: (i) current Qualified Beneficiary (QB) data within 30 days of executing this Agreement; (ii) all QB data within 30 days of a qualifying event; (iii) any changes in New Hire, QB, or Retiree status within 30 days of the status change; and (iv) updated census information upon an increase or decrease in Employer’s employee count of ten percent (10%) or more.
- (d) Employer shall be responsible for the termination of coverage for active employees and/or dependents at the time of a Qualifying Event.

- (e) Employer shall be responsible for authorizing COBRA Administrator to add dependents to the COBRA Qualified Beneficiary's coverage based on the rules of COBRA and the Plan. Dependent additions shall be handled in the same manner as similarly-situated active employees for Employer. The COBRA Administrator shall contact Employer for authorization when a COBRA Qualified Beneficiary requests to add a new dependent. Once Employer authorizes the addition, the new dependent will be added as of the appropriate date and the COBRA Qualified Beneficiary's coverage level shall be changed accordingly.
- (f) Employer agrees to be responsible for a COBRA violation resulting from the failure of the Employer to perform its COBRA administration responsibilities not specifically delegated to the COBRA Administrator.

2.2 Information to Be Furnished to COBRA Administrator and Additional Obligations. Employer agrees to comply with the standards, requirements and other obligations set forth in EXHIBIT A, including, without limitation, timely furnishing the information requested. Employer understands and agrees that COBRA Administrator can perform the duties under the Agreement only to the extent Employer provides the necessary information, and COBRA Administrator shall have no liability to Employer or any third party for Employer's failure to send such data.

2.3 Premiums and Grace Periods. Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. In accordance with the law, the grace period within which a Qualified Beneficiary may make premium payments for Continuation Coverage without loss of such coverage will be at a minimum 45 days for the initial premium payment and 30 days for any premium payments thereafter. Subject to this grace period, COBRA Continuation Coverage shall terminate at the end of the last coverage period for which payment was received.

2.4 Provision of Names of Those Authorized to Act. Employer will provide COBRA Administrator with the names of individuals authorized to act for the Employer in connection with this Agreement.

2.5 Collection of Due and Unpaid Premiums. Employer will be responsible for collection of due and unpaid premiums owed by Qualified Beneficiaries to whom Continuation Coverage was provided and who did not remit premiums for such Continuation Coverage. COBRA Administrator will, on behalf of the Employer, send the initial collection notification. Any additional efforts to collect premiums will be the responsibility of the Employer.

2.6 Appeals. Employer will be responsible for appropriately handling any Qualified Beneficiary appeals or right to hearing upon notice by COBRA Administrator of any such matters brought to COBRA Administrator's attention.

ARTICLE III: COBRA ADMINISTRATOR RESPONSIBILITIES

3.1 Generally. The Services that COBRA Administrator will perform hereunder related solely to COBRA as defined in the recitals. Unless expressly agreed in writing, COBRA Administrator shall not provide services under any state laws that function in a similar way to COBRA.

3.2 COBRA Administrator Services. COBRA Administrator will perform the following:

- (a) Take over the COBRA Administrator responsibilities as set forth herein for existing COBRA Qualified Beneficiaries at the time the COBRA Administrator begins to provide services to the Employer in accordance with this Agreement;
- (b) Send Qualifying Event notices to Qualified Beneficiaries for which Employer has notified COBRA Administrator;
- (c) Receive and review COBRA election forms from beneficiaries for completeness and timeliness of elections and make reasonable efforts to correspond with Employer, or Qualified Beneficiary, as necessary for COBRA Administrator to provide services. Timeliness shall be based upon the postmark or other similar means of determination;
- (d) Process complete and timely COBRA election forms received from Qualified Beneficiaries; Assist with open enrollment for COBRA Qualified Beneficiaries;
- (e) Design, print, and send a coupon booklet to Qualified Beneficiaries who have elected Continuation Coverage stating the amount of the monthly premium for Continuation Coverage;
- (f) Receive, process, and forward to the Employer or to the carrier, at Employer's option, amounts received as premiums, less the 2% administration fee and any fees owed by the Employer which COBRA Administrator will retain, from Qualified Beneficiaries for Continuation Coverage;
- (g) Make an attempt to collect on any checks with insufficient funds. If the COBRA Administrator is unable to collect the check amount from the Qualified Beneficiary, the COBRA Administrator shall charge the Employer for the Qualified Beneficiary's premiums previously disbursed to the carrier;
- (h) If the Plan provides conversion rights, notify Qualified Beneficiaries within 180 days preceding the termination of the COBRA Continuation Coverage Period of the right to convert to an individual health insurance policy upon the expiration of the COBRA Continuation Coverage Period;
- (i) Establish and maintain a record of all Qualified Beneficiaries who elect COBRA Continuation Coverage and any dependents who are added to the Qualified Beneficiaries' COBRA Continuation Coverage for Employer;
- (j) Maintain documentation of all correspondence sent to Qualified Beneficiaries;
- (k) Assist in implementation of any new COBRA requirements; and
- (l) To the extent applicable, comply with the terms of the separate Business Associate Agreement.

3.3 Carriers. COBRA Administrator will establish, maintain, and update an eligibility report to

all carriers identified by Employer to COBRA Administrator. All reports are available to the Employer by the COBRA Administrator upon request.

3.4 Maintenance of Roster of Qualified Beneficiaries. COBRA Administrator will establish, maintain, and update a roster containing the names of all Qualified Beneficiaries who elect Continuation Coverage under the Plan and provide such roster to Employer upon request.

3.5 COBRA Administrator shall direct Qualified Beneficiaries for Continuation Coverage to remit premium payments to a physical lockbox, where funds shall be held until amounts are required to be remitted to the applicable carrier or Employer for payment. COBRA Administrator will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected to Employer or carriers at such times and in such manner as may be agreed upon by COBRA Administrator and Employer. If Employer receives premium payments directly from Qualified Beneficiaries, Employer will forward those payments to the COBRA Administrator with the name of the Qualified Beneficiaries for whom the premium applies.

3.6 Protected Health Information. PHI will be subject to the privacy and security rules under HIPAA and the Business Associate Agreement, the terms of which are incorporated herein.

ARTICLE IV: INDEMNIFICATION PROVISIONS

4.1 Indemnification By Employer. To the extent permitted by applicable law, Employer agrees to indemnify and hold harmless COBRA Administrator from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that COBRA Administrator sustains as a result of any act or omission of Employer in connection with this Agreement. Client will not be obligated to indemnify COBRA Administrator if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by COBRA Administrator that was (a) criminal or fraudulent; (b) an intentional disregard of COBRA Administrator's obligation under this Agreement; or (c) grossly negligent. Notwithstanding the preceding sentence, Employer will hold COBRA Administrator harmless to the extent Employer concurred in, instructed, directed, or caused such acts or omissions by COBRA Administrator.

4.2 Indemnification by COBRA Administrator. Except as provided herein, COBRA Administrator agrees to indemnify and hold harmless Employer from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of COBRA Administrator in connection with the performance of services under this Agreement. COBRA Administrator will not be obligated to indemnify Employer if it is determined, pursuant to a non-appealable judicial determination, that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer that was (i) criminal or fraudulent; (ii) an intentional disregard of Employer's obligation under this Agreement; or (iii) grossly negligent.

4.3 Exclusion and Limitation of Liability. Provided the COBRA Administrator acts in accordance with this Agreement, the COBRA Administrator will have no liability to any COBRA participant or Qualified Beneficiary or the Employer for failure of the Employer to properly notify the COBRA Administrator and provide the information required for the COBRA Administrator to perform its obligations under this Agreement. The COBRA

Administrator will have no liability for the inaccuracy of the information provided by the Employer. Employer will hold the COBRA Administrator harmless, and indemnify the COBRA Administrator for all damages, including payment of attorney fees and costs of defending any claim, as a result of Employer's failure to properly notify the COBRA Administrator and provide information to the COBRA Administrator.

COBRA ADMINISTRATOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE AMOUNT PAID BY EMPLOYER TO THE COBRA ADMINISTRATOR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF EVENT GIVING RISE TO THE LIABILITY. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE COBRA ADMINISTRATOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES.

4.4 Survival. The provisions of this Article will survive the termination of this Agreement.

ARTICLE V: GENERAL PROVISIONS

5.1 Exclusive Responsibility for Operation of Plan. For purposes of this Agreement, Employer has the sole and exclusive authority and responsibility for the Plan, its provision of benefits, and its operation. COBRA Administrator is empowered to act solely as agent for, and on behalf of, the Employer and only as expressly stated in this Agreement.

5.2 COBRA Administrator as Agent. COBRA Administrator agrees to perform the Services specified in Article III. It is expressly understood that COBRA Administrator is hereby appointed solely as the agent of Employer for the Services described herein and not as a fiduciary, Plan Administrator or Plan Sponsor of the Plan.

5.3 Liability for Benefits. The payment of benefits under the Plan is the obligation of Employer. In the event that benefits become payable, even though a Qualified Beneficiary who elected Continuation Coverage (or any other individual to whom benefits have been provided under the Plan) has not paid premiums for such coverage, COBRA Administrator will have no liability for payment of such benefits.

5.4 Threatened Litigation; Resolution of Litigation. The Employer will notify the COBRA Administrator within ten (10) working days of any threatened litigation, lawsuits or regulatory complaints or inquiries pertaining to subject matter of this Agreement, or any inquiry made by any federal or state authority regarding the same. In the event of Litigation, the parties each: (a) reserve the right to select and retain counsel to protect its interests; (b) will notify the other party concerning the existence of such Litigation promptly upon learning of such Litigation; (c) will cooperate fully by providing the other party with all relevant information and documents within its possession or control; and (d) will reasonably assist the other party in preparation for litigation and in the defense of Litigation.

5.5 Change in Scope of Services. Employer may at any time request additions, alterations, deductions, or deviations ("Change") to the Services provided hereunder. No such Change will be made to the Services unless made pursuant to a written amendment signed by the parties.

5.6 Records; Inspection. During the term of this Agreement, COBRA Administrator will

maintain separate records with respect to the Services specified herein for seven calendar years following any year in which it performs Services hereunder or, if longer, such period as provided under ERISA or other applicable law. Upon termination of its responsibilities as COBRA Administrator for Employer in accordance with this Agreement, COBRA Administrator will furnish to Employer or its agent at Employer's expense all information reasonably necessary for the continued administration of Employer's COBRA responsibilities. COBRA Administrator will permit Employer at Employer's expense to inspect, examine, and copy records relating strictly to COBRA Administrator Services rendered hereunder during normal business hours and upon reasonable notice from the Employer.

5.7 Choice of Law. This Agreement and the obligations of Employer and COBRA Administrator will be governed and construed in accordance with the laws of the State of _____, except to the extent those laws may be superseded by applicable federal law or regulation. All disputes shall be resolved exclusively in a court of appropriate jurisdiction in _____.

5.8 Assignment. Neither party shall assign or transfer in any manner its obligations, rights, interests, or any part thereof under this Agreement without the prior written consent of the non-assigning party. Any assignment in contravention of this Agreement is null and void. The foregoing shall not apply to the assignment of this Agreement to any successor in interest of the COBRA Administrator, provided, however, the COBRA Administrator sends prior written notice to the Employer.

ARTICLE VI: FEES

6.1 COBRA Administration Fee. COBRA Administrator will charge and retain the 2% COBRA administration fee paid by the Qualified Beneficiary during any continuation period and the 50% administration fee (after the initial 18-month continuation period has expired) payable during a period of disability extension.

6.3 Additional Fees. Charges for additional services requested by Employer not included in this Agreement will be agreed upon prior to the performance of such additional service.

6.4 No Waiver. The Employer's or COBRA Administrator's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

ARTICLE VII: MISCELLANEOUS PROVISIONS

7.1 No Benefits or Legal Advice. COBRA Administrator will not provide any benefits advice or benefits verification to COBRA Qualified Beneficiaries or health care providers and will refer all such inquiries to the insurance carrier and/or Employer. COBRA Administrator will not provide any legal advice to Qualified Beneficiaries, COBRA Qualified Beneficiaries or Employer.

7.2 Notices. All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. COBRA Administrator and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement. Until otherwise provided by Employer and COBRA Administrator, all notices, certificates, and communications to each of them will be addressed as follows:

To Employer:

To COBRA Administrator:

First Financial Administrators, Inc.
16945 Northchase Drive, Suite 1800
Houston, TX 77060
Attn: COBRA Administration

7.3 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

7.4 Survival of Obligations. The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, or specifically contain survival language, will survive the termination or expiration of this Agreement.

7.5 Termination of Agreement

- (a) This Agreement will terminate upon the first to occur of the following:
- (1) The expiration of 30 days after written notice has been given by Employer or COBRA Administrator to the other that Employer or COBRA Administrator has breached any material obligation under this Agreement including but not limited to failure to submit information requested in EXHIBIT A or to pay fees when due;
 - (2) The expiration of 90 days after written notice has been given by Employer or COBRA Administrator to the other that either Employer or COBRA Administrator desires to terminate this Agreement for any reason whatsoever;
or
 - (3) The termination of all First Financial products and services. Eligibility for COBRA Administrator's services hereunder is triggered by being a current customer of First Financial.
- (b) Unless otherwise agreed in writing, in the event of termination of this Agreement, the parties agree that:
- (1) COBRA Administrator will complete the processing of all amounts received by COBRA Administrator as premiums payable by those who have elected Continuation Coverage prior to the termination;
 - (2) COBRA Administrator will release to Employer in Excel format via secure FTP email, all necessary records and files relating to billings, and in-force records

that have been developed and maintained by COBRA Administrator pursuant to this Agreement;

- (3) Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between the Employer and COBRA Administrator.
- (c) If COBRA Administrator performs any services pursuant to this Agreement following its termination including but not limited to services described in this Section 7.5, COBRA Administrator will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. COBRA Administrator will transmit an invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

7.6 Compliance with Applicable Laws. COBRA Administrator and Employer shall comply with all applicable federal and state laws and regulations with respect to the services COBRA Administrator agrees to perform under this Agreement.

7.7 Headings. Section headings are included only for convenient reference and do not describe the sections to which they relate.

7.8 Entire Agreement. This Agreement and all its Exhibits, the terms of which are incorporated herein by reference, are entire and complete as to all of their terms and supersede all previous agreements, promises, proposals and representations, whether oral or written, relating to the Services. Except as otherwise may be provided herein, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and COBRA Administrator. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable electronic means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party hereto may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Employer and COBRA Administrator have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

**FIRST FINANCIAL ADMINISTRATORS,
INC.**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Sherrie Pruitt

Title: President

Date: _____

SAMPLE

Signature Page to Group COBRA Administrative Services Agreement

**EXHIBIT A
TO GROUP COBRA
ADMINISTRATIVE SERVICES AGREEMENT**

REQUIRED COBRA DATA AND STANDARDS FOR CLIENTS

Section A: Data to be submitted for each Qualified Beneficiary

1. Is the Qualified Beneficiary a Retiree? Yes/No
2. Qualifying Event Type:

Termination	Retirement
Entitlement to Medicare	Death
Loss of Dependent Status	Reduced Hours
Leave of Absence	Divorce/Legal Separation
Loss of Coverage	

3. When did the Qualifying Event occur? When was COBRA Administrator notified of the event?
4. Name: First, Last
5. Date of Birth and SSN
6. Address, City, State, Zip
7. Original Hire Date: (Optional but Highly Recommended) Each eligible Benefit Plan(s) and description (i.e. Medical = Aetna HMO/Aetna PPO1250, Dental = DDTeacher)
8. Tier election for each benefit plan (i.e. Employee only, +child, +spouse, family)
9. Monthly premium paid through date *(Required for Active QB's Only)*
10. Date eligibility notice was mailed *(Required for Active QB's Only)*
11. Date enrollment form was received, signed and post-marked *(Required for Active QB's Only)*

Dependent(s) Information

1. Name: First, Last
2. Contact Information (If different than Qualified Beneficiary): Address and Phone
3. Date of Birth
4. Relationship (Spouse, Child)

EXH. A

5. SSN (Required for dependents)
6. Each eligible Benefit Plan(s) and description (i.e. Medical = Aetna HMO/AetnaPPO1250)
7. Tier election for each benefit plan (i.e. employee only, +child, +spouse, family)

New Hire Information

1. Name: Last, First
2. Address, City, State, Zip
3. Number of Months of Prior Coverage (This is number of months of Credible Coverage prior to employment with this group)

Section B. Employer Obligations.

Employer agrees and acknowledges that:

1. Employer will send current Qualified Beneficiary (QB) data to COBRA Administrator within 30 days of remitting this executed Agreement.
2. Employer will send accurate QB data within 30 days of a qualifying event to COBRA Administrator.
3. Employer will send data to COBRA Administrator by one of the two approved methods: (a) Employer can import data directly via the secure COBRAPoint portal, or (b) Employer can securely send to import.
4. Employer will not send, nor will COBRA Administrator accept, data via telephone, unsecured email or scanned paper documents.
5. Employer will notify COBRA Administrator of any changes in New Hire, QB, or Retiree status within 30 days of the status change.
6. Employer will participate in any set up meeting to discuss data exchange with health provider and administrator. COBRA Administrator will provide carriers a standard electronic file extract based on our system capabilities.
7. Employer will provide COBRA Administrator with all COBRA Qualified Beneficiaries and/or retiree census data prior to any meetings with the health providers.

By: _____

Name: _____

Title: _____

Date: _____

EXH. A



REQUEST FOR PROPOSAL

REGION 4 EDUCATION SERVICE CENTER / OMNIA Partners

COMPETITIVE SEALED PROPOSAL

Solicitation Number 22-12

Employee Benefits and Retirement Enrollment Administrative Services

Provided By:

FIRST FINANCIAL GROUP OF AMERICA

Sherrie Pruitt, President FFA

16945 Northchase Drive, Suite 1800

Houston, Texas 77060

800.523.8422

September 22, 2022

SERVICES OVERVIEW

Thank you for allowing First Financial Group of America (FFGA) to submit our qualifications for Agent and Third-Party Administrator for Supplemental Benefits and Internet Based Enrollment System to Region 4 ESC / OMNIA Partners. I am thrilled for the opportunity to continue being part of your team, consulting, enrolling, and administering employee benefits and provide services and solutions for employers to take some of the work off your plate and ensure the success of your benefits cooperative program.

Our strategic partnership between First Financial Group of America, parent company of First Financial Administrators and First Financial Capital Corp, and TCG Group Holdings (TCG), parent company of TCG Consulting, TCG Administrators, and TCG Advisors is a unique differentiator to be able to specialize and understand the efficiency, communication, needs, and overall client satisfaction that is a necessity for ultimate success for the program. This valuable alliance will allow our new and existing customers to have the combined 100+ years of expertise in Texas and U.S. markets.

FFGA strives to make the health and voluntary benefits easy to understand. We acknowledge that quite a few employers need representatives and marketing materials that support its Spanish-speaking employees. These will be provided for the Region 4 ESC / OMNIA Partners benefit and retirement cooperative. They also will be assigned an Account Manager and Customer Service Specialist ready to assist with all their benefit needs. Additionally, your company will receive from FFGA a custom benefit information website, called an Employee Benefits Center, with benefit descriptions, videos, enrollment details, links and carrier information. This website is easily translated into Spanish with the click of a button. We also create benefit guides and send open enrollment communication, both in English and Spanish, so employees feel confident with their elections. We will also utilize a year-round robust enrollment benefit website for ease of utilization for the employees and the employer needs. TCG has a state-of-the-art website for retirement investing and information readily available. TCG and its affiliates strive to meet and exceed every available want for the retirement investing and financial planning available to all clients participating in the Region 4 ESC / OMNIA Partners Cooperative.

Customer service is at the core of First Financial. Our "service first" philosophy combines one-on-one benefit counseling for all employees with technology, so customers have options. The one-on-one service is completely optional. However, we have found that employees appreciate personal, private meetings so they can speak freely and work with our Account Managers to choose the benefits that will work best for them.

Lastly, we want to be an extension of the clients' benefits teams. Our Payroll Upload Team and the use of our online enrollment system, FEnroll, can upload open enrollment and on-going payroll files into all payroll softwares. Also, our unique online billing system has tools that help us quickly compare the vendor invoice to payroll data and the enrollment platform for our clients. Plus, they can view and download your invoice securely online, eliminating paper invoices and reducing the time it normally takes to reconcile.

This proposal digs deeper into each of these areas, and we are excited to share our passion for benefits administration with Region 4 ESC / OMNIA Partners. Thank you for the opportunity to partner with you and achieve success together.

ABOUT FIRST FINANCIAL

We are there every step of the way for you and your employees.

PROTECTING FAMILIES:

First Financial provides supplemental health insurance benefits and financial services that help protect Region 4 ESC employees and their families. We are committed to helping them make the most informed decisions in their financial planning for the best price available.

SUPPORTING EMPLOYERS:

We specialize in health insurance consulting, voluntary supplemental benefits and financial services for city and county governments, school systems and hospitals. From educating your employees on benefits and services to providing flexible enrollment options, we offer a full range of administrative services to make your benefits administration a breeze.

OUR PASSION:

At First Financial Group of America, we work hard to simplify the benefits process for you and your employees. We are a full-service agency with a dedicated home office team, salaried account representatives and established relationships with vendors. This allows us to provide support from the beginning to the end. Our goal is to help you design a benefits portfolio that makes sense, is affordable, and most importantly, protects your employees and their families.

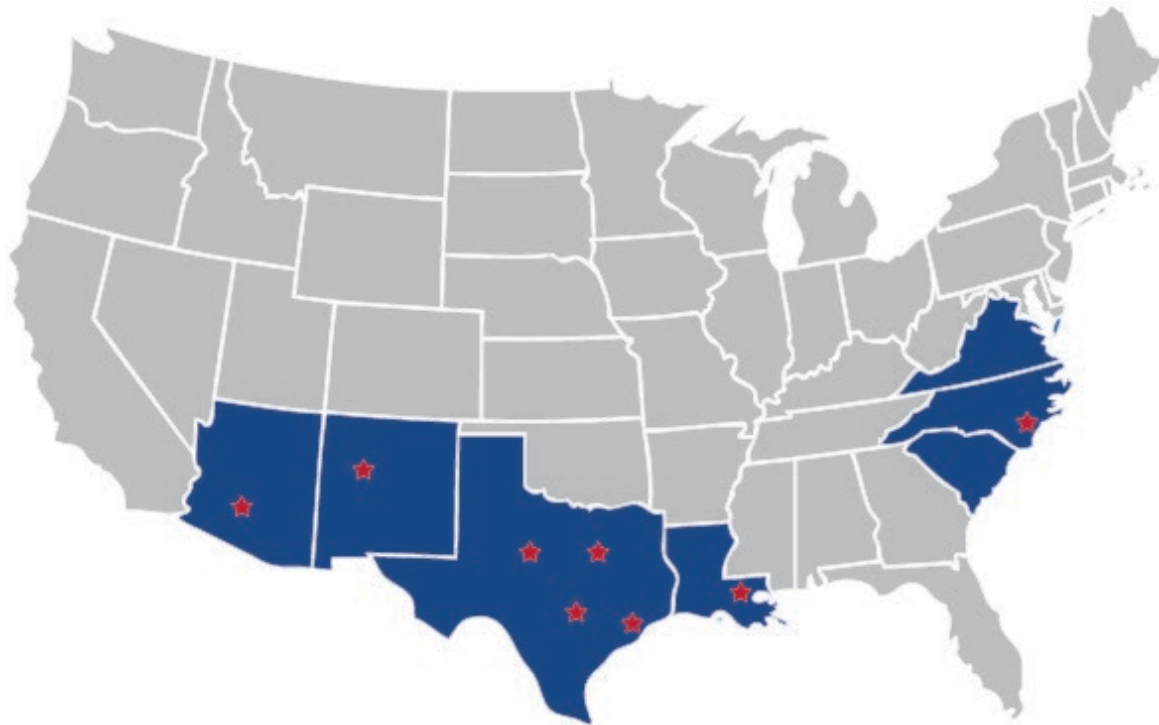
- We only work with vendors who have an A or better rating with the AM Best Company because financial stability is importable to us.
- More than 50 years of experience providing quality benefit solutions for employees of school systems, hospitals, counties and city governments.
- High-touch, high-tech philosophy that combines traditional customer service with the latest technology to simplify and personalize your experience.

We become a true partner with you, working closely together to ensure the success of your benefits package.



LOCATIONS

Based in Houston, with branch offices throughout Texas, Louisiana, New Mexico, Arizona and North Carolina, First Financial serves about 300,000 customers.



- Arizona
- Louisiana
- New Mexico
- North Carolina
- South Carolina
- Texas
- Virginia

FINANCIALLY SECURE

Cameron – The Foundation Matters

Purchased by the Cameron family in 1994, First Financial was created to provide employer cost-savings solutions and supplemental benefits to specific industries. Over the years, the Cameron family has built a reputation of resilience and reliability in the financial industry. As First Financial has grown, so have the entities owned by the Cameron family. The Cameron Enterprise now encompasses 12 companies, a select group who believe the values they share and the financial security they provide create the foundation for all future successes.

SCOPE OF SERVICES

Fully Supported Service Solutions

OUR SERVICES

At First Financial, our sole purpose is to provide financial security solutions to customers like the employees of Region 4 ESC. We accomplish this goal by making insurance understandable, accessible, and affordable by leveraging our buying power as a company, economies of scale and through an array of benefit services.

Since 1966, First Financial has successfully provided a variety of services, insurance and retirement plans to public schools and governmental entities. First Financial understands the needs of both certified and classified personnel and offers quality products specifically designed to accommodate both. Our knowledge of employees' needs better enables us to provide superior products and services to our valued customers. We will provide you and your employees with solutions for current and future needs.

- **Supplemental Benefits Consulting:** We will help you with all aspects of benefit plan design, trend analysis, communication needs and employee education through our comprehensive, integrated approach.
- **Administrative Solutions:** Our full range of services such as online billing, record-keeping and program evaluation will keep your organization's benefits running smoothly and efficiently.
- **Enrollment Services:** We will educate and assist your employees with their enrollment in person or online.
- **Investment Options:** When employees commit their talents and time to Region 4 ESC, they will know they can plan for a comfortable retirement through best-in-class retirement options.

Partnering with First Financial Administrators, Inc. (FFA), a fully licensed, third-party administrator, opens the doors to industry best practices, utilization of advanced methods of technology, and up-to-date management of compliance and legal regulations. In addition, we offer a full range of administrative services such as online billing, recordkeeping, and program evaluation to keep your benefit packages running smoothly and efficiently.

Benefits Consulting: Custom Options That Serve Your Unique Needs

A FULL-SERVICE BROKER YOU CAN RELY ON

First Financial is an independent broker with appointments with more than 90 of the best-in-class insurance and investment carriers in the public-sector market. Remaining independent allows us to find the best, most innovative benefit options for the ESC and our tenure and reputation allows us to advocate and act as a liaison on behalf of Region 4 ESC.

SERVICES YOU CAN EXPECT

- **Omnia Partners/National IPA:** First Financial is the engine behind the Omnia Partners/National IPA Employee Benefits Program. Our partners at TCG Consulting Group and their affiliates are the engine behind the Omnia Partners/National IPA Retirement and Investment pieces of the Program. Please see the TCG materials at the end of this section.
- **Leveraged Buying Power:** We are appointed with more than 90 top-rated insurance companies to offer you benefit services and products for medical and supplemental insurance plans from a wide variety of carriers.
- **Expansive Benefits Menu:** We do it all. From providing quality dental, vision, employee assistance programs and voluntary benefits to enrolling employees in your medical plan, you can customize your portfolio to be truly unique for your organization.
- **Comprehensive Benefits Review:** Our dedicated account representatives take time to meet with each employee individually to review their current coverage and discuss future needs to make sure they are fully protected.
- **Tailored Benefits Package:** When it comes to selecting the right benefits, we understand one size does not fit all. We guide you in your benefits selection, helping you choose quality, affordable products that will work best for your employees.
- **Medical Consulting:** We provide expert guidance and consulting packages to help you understand where your current health plan is headed and how it may be affected by the ACA and rising health care costs. Let us be the resource you need to keep your plan manageable and affordable.

Administrative Solutions: Providing Top Solutions for Your Organization

Region 4 ESC invests significant resources into employee benefits decisions that affect your organization. One of your biggest challenges is to ensure that they are made in the best interest of all involved. Options need to be weighed to see how they will impact you, your employees and your organization.

In a world of ever-changing employee benefit scenarios, success is dependent on selecting the right company to help you identify and navigate barriers and complications related to maximizing options. Partnering with us, a fully licensed third-party administrator, opens the doors to industry best practices, utilization of advanced methods of technology, and up-to-date management of compliance and legal regulations.

In addition, we offer a full range of administrative services such as online billing, record keeping, and program evaluation to keep your organization running smoothly and efficiently.

COMPAREPLUS

Our ComparePlus tool provides a more efficient way for us to quickly compare the vendor invoice to payroll data and the enrollment platform for you. The software identifies the discrepancies in a very easy to understand format, expediting the vendor billing reconciliation process.

ADMINISTRATIVE BILLING CENTER

Our online Administrative Billing Center (ABC) system allows your payroll department to view your invoice entirely online and compare to payroll. It helps eliminate paper invoices and drastically cuts the time it normally takes to reconcile. Features include:

- View employee premiums and coverage information
- View individual premium history
- System integration between invoice and enrollment platform
- Download invoice online

FLEXIBILITY

We understand needs vary between groups, which is why our ABC system provides the utmost flexibility. You can reconcile your invoice accurately and easily with system and payroll alignment to minimize monthly adjustments. It provides access for a file download to various formats such as Excel and/or PDF.

SECURE ONLINE ACCOUNT ACCESS

You can trust that First Financial will keep all of your information safe. Our website is completely secure, and our experienced technical staff will make sure it stays that way.

ON-LEAVE BILLING

Over the years, we heard from our customers that they need a better way to manage benefits for employees who are out on leave. To help alleviate the stress associated with this additional task, we introduced an on-leave billing program that works in conjunction with our billing system.

Our standalone on-leave billing system works like this: If an employee goes out on leave and deductions are no longer sent via payroll, the system will generate a letter outlining the benefits for which funds were not received, who to call for details and where to send payment. The employee will be mailed this letter each month while on leave. You will receive copies of the system-generated letters for your files.

This value-added service relieves your payroll office of the responsibility of collecting premium and tracking employees who are out on leave. Never again will employees' benefits be in jeopardy due to non-payment because of leave of absence or failure of notification of the premiums due. Let us handle that for you.

SECTION 125 PLANS

Costs for the administration of your benefit plans continue to rise and make it expensive to provide employees with quality programs. With Section 125, also known as "Cafeteria Plans," you can reduce payroll-related taxes while allowing employees to pay for benefits on a pre-tax basis. We provide cost-effective methods to manage plans and maximize pre-tax contributions. We will determine which products qualify under Section 125 as well as the following:

- Assure continuing compliance with IRS and Department of Labor regulations and your unique rules
- Provide all necessary forms and review all Salary Reduction Agreements, Benefit Election Forms, Plan Documents, and plan changes and amendments
- Coordinate Post Enrollment Payroll Software Upload
- Maintain all plan records to provide verification of plan compliance
- Process and administer all new and existing payroll deductions for insurance products under Section 125
- Process all medical reimbursement and dependent care flexible spending account claims
- Assist with carrier claims and associated follow-up as needed
- Provide consolidated online billing to allow payroll departments to submit one check to us for all payroll-deducted products. All interest-bearing and time-sensitive contributions will be processed by our Contribution Desk within two working days of the receipt of the funds.

BENEFITS MANAGEMENT SYSTEM

FFenroll is an industry-leading benefits administration platform. Our enrollment system is designed for employers like you who are looking to streamline their enrollment, administrative and compliance processes into one, convenient solution. With 24/7 online access, it makes choosing and administering your benefits easy. Additionally, your custom payroll file will be derived from the election data captured in Ffenroll, plus the system is updated in real time so you always have the most recent information available.

- **Dashboard & Custom Reporting:** Upon signing in to Ffenroll, you will see a dashboard that includes an at-a-glance chart of your group's enrollment data as well as customizable tabs for policy numbers and plan rules. You can also quickly access employee benefit files and enrollment history. Plus, there's no need for you to worry about creating report templates. With hundreds of established feeds, there's a good chance we already have one made. If not, custom reporting is also available for your specific needs. All reports are generated in Excel format and can be filtered and sorted so you can easily gather all the data you need.
- **ACA Reporting Capability:** Did you know that 90 percent of the data required for ACA reporting is living in your enrollment system? We've got you covered. We offer ACA solutions that integrate with Ffenroll and most importantly, fit your needs.
- **Administrative Automation:** Time is money. Ffenroll allows you to conserve resources with task automation. Our administrative dashboard includes time-saving features such as a quick glance open enrollment chart, customizable tabs for policy numbers, plan rules, and easy access to employee benefit files and enrollment history.
- **Industry-Leading Flexibility:** With new and innovative products trending in employee benefits, Ffenroll is designed to handle complex plan designs and benefit offerings with ease.
- **Standardized Reporting:** Reporting made easy! Our system includes a comprehensive set of built-in reports that administrators can use out of the box or customize as needed with features such as controlled access, simple point-and-click usability, point-in-time reporting, change reporting, drill-down filtering, and multiple output formats.



REIMBURSEMENT ACCOUNTS

We provide cost-effective methods to manage plans and maximize pre-tax contributions. There are a few IRS-approved plans available to help employees save on taxes and increase their spendable income. These plans include Health Savings Accounts, Flexible Spending Accounts, Limited Purpose Flexible Spending Accounts and Dependent Day Care Accounts. Each account offers different tax advantages for different purposes, such as medical and daycare expenses.

Health Savings Accounts

Health Savings Accounts (HSAs) were created to help control healthcare costs. They provide a savings vehicle that allows participants to set aside money to pay for higher deductibles associated with lower monthly premium High Deductible Health Plans. The money saved in monthly insurance premiums may be set aside for eligible medical expenses incurred in the future. Balances roll over from year-to-year earning interest along the way.

We partner with trustee banks to offer a no-fee arrangement for HSA administration, which allows us to provide customer service to all your HSA participants as well as employees who participate in Dependent Day Care and Limited Purpose Flexible Spending Accounts. * (*The no-fee arrangement is applicable only when the participant goes on the portal and elects to not receive a paper statement. Please note that some trustee banks charge fees for various services.*)

Flexible Spending Accounts

One component of our Section 125 Flexible Benefit Plan that offers convenient before-tax savings options is the Flexible Spending Account (FSA). We provide flexible spending accounts and a mobile app to participants at no charge to the ESC or its employees. Your employees determine a sum of money to set aside into an account on a pre-tax basis to cover the cost of qualified expenses associated with these three account options:

- **Medical Expense Reimbursement Accounts** that cover out-of-pocket health care costs like deductibles and co-pays.
- **Dependent Care Expense Reimbursement Account** allocations cover the cost of childcare or elder care to allow an employee and/or spouse to continue working. For this account, we provide record-keeping services to more than 40,000 flexible spending account participants. As an employer, you can expect us to provide the following:
 - Reconciliation of vouchers on accounts that have been properly funded, and claims processed as soon as possible with an average turnaround of three to five business days from the date all required claim information is received
 - Notification of remaining balances in accounts with each payment and at the end of the plan year
 - Monthly activity report to bookkeeper as requested
 - Monthly billing submitted to payroll and assistance with account reconciliation

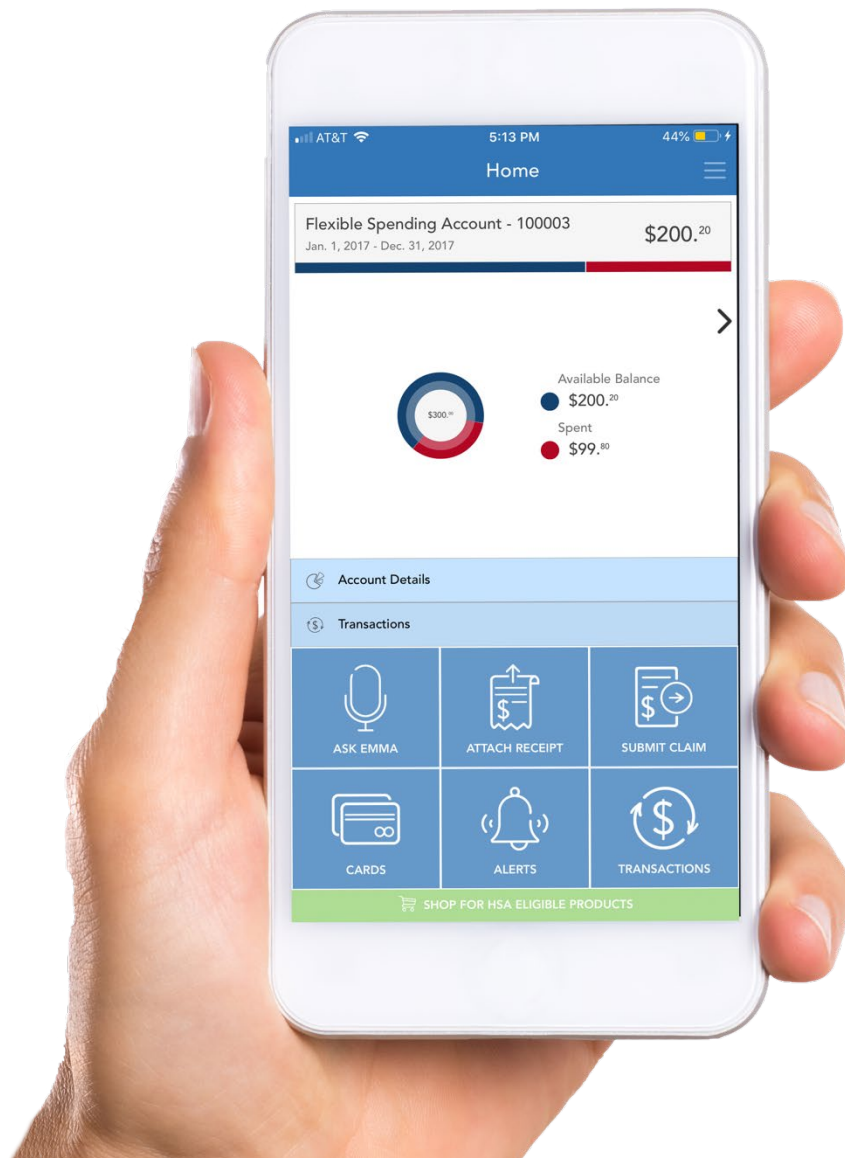
- **Limited Purpose Flexible Spending Account:** A Limited Purpose Flexible Spending Account (LPFSA) works together with a Health Savings Account to further maximize tax savings. By establishing an LPFSA, employees can save money on taxes by using the account for eligible dental and vision expenses while preserving HSA funds for other purposes. Funds can be accessed by submitting a claim or paying for expenses up front with a First Financial benefits card. If employees choose to submit a manual claim, reimbursement will be either mailed to them or directly deposited into their bank account.

Reimbursement Accounts Resources:

We offer the following extras for participants:

- **Interactive Voice Response:** When Flexible Spending Account and Health Savings Account participants need to quickly access account information on the go, they can use our Interactive Voice Response system. It is an automated phone system for participants to retrieve balance inquiries, report lost, stolen or damaged benefits cards and review transactions. There is also an option to be transferred to a customer service representative if the issue requires more personalized attention.
- **Online Store:** First Financial has partnered with the FSA Store and HSA Store to bring participants an easy to use online store to better understand and manage your reimbursement account. Participants can shop at the store for eligible items from bandages to wheel chairs and thousands of products in between, browse or search for eligible products and services using the Eligibility List, and visit the Learning Center to help find answers to questions.
- **Benefits Card:** Our convenient First Financial benefits card provides instant reimbursement, without your employees having to pay for their qualified expenses upfront and waiting for reimbursement. The benefits card can be used with Medical Flexible Spending Accounts, Dependent Day Care Accounts, Limited Purpose Flexible Spending Accounts and Health Savings Accounts. It reduces some paperwork and helps employees minimize the number of forfeitures at the end of a plan year.
- **Online Tools:** We are pleased to provide customized online resources to plan participants.
 - **Employee Benefits Center:** This is a custom website built specifically for your organization. It offers these great features:
 - Detailed information about benefits, voluntary product offerings, and employer programs
 - Section 125 Plan and Flexible Spending Account information
 - Important contact numbers and links
 - Downloadable forms and brochures

- **FSA and HSA Online Portal and Mobile App:** Flexible Spending Account (FSA) and Health Savings Account (HSA) participants can conveniently view their account information online using our online portal and mobile app.
 - **FSA Features:**
 - Account information
 - View card details and profile information
 - Submit FSA claims using an electronic claim form
 - View pending claims
 - Upload receipts and documentation
 - Receive alerts
 - Update direct deposit information
 - **HSA Features:**
 - Request distributions
 - Invest in HSA funds
 - Make additional contributions
 - Pay a provider or pay yourself
 - Download tax forms



Retirement

TCG Group Holdings: 457(b) Administration, through the OMNIA Partnership

Since 1999, TCG has managed and developed portfolios for hundreds of clients with the goal of delivering solid and consistent risk-adjusted performance. TCG serves over 600,000 individuals across plans in the governmental sector, small-to-medium businesses, and cities and municipalities.

- **Plan Design:** Studies show that plan design can have the single largest impact on participant outcomes. Along with industry trend updates, TCG provides peer and industry comparisons, which helps to ensure that your plan is competitive for retaining and recruiting top talent.
- **Fiduciary Service:** As a registered Investment Advisor, TCG is held to a fiduciary responsibility to act in the client's best interest. Unlike advisors who receive compensation from brokers and earn commission, TCG's fees are simple and fully transparent.
- **Investment Consulting:** We work with you to develop and properly maintain your Investment Policy Statement. A formal, objective, and consistent process is the best way to protect the organization and benefit the employees.
- **Participant Advice:** Well educated participants are crucial to the success of retirement plans, and that is why we devote as many resources as possible to provide plan education. TCG offers access to in-person seminars, webinars, and phone support.
- **Plan Oversight:** Administering a plan is not easy for plan sponsors and managing providers can be burdensome. The best advisors provide support to simplify searching for providers, as well as the ongoing management, benchmarking, and review of current providers.

COBRA

Submission Process: Your designated benefits administrator enters the termination in the enrollment platform to submit all necessary information to generate COBRA notifications for employee and dependent qualifying events such as:

- Voluntary or involuntary terminations (excluding gross misconduct)
- Reduction of hours
- Loss of dependent coverage due to the death of an employee
- Divorce
- A dependent child who no longer meets the eligibility criteria

Our Responsibility: Once the information is supplied by an employer, we assume the responsibility of COBRA administration by:

- Generating and mailing COBRA notifications
- Sending out notifications using certificates of mailing, while also supplying a record of when and to whom notifications are sent
- Supplying payment coupons to COBRA qualifiers who elect COBRA to track receipt of payment helping assure timely remittance and staying in compliance with the required time frame
- Contacting carriers to reinstate coverage and remit premium payments to the carriers
- Sending out termination letters due to non-payment of premium or the exhaustion of COBRA coverage
- Notifying carriers of changes and/or termination in coverage
- Sending out re-enrollment packets to active COBRA participants at plan renewals

BENEFITS ENROLLMENT

Benefits Enrollment: Making the process easy for you and your employees

Our high-touch, high-tech philosophy is at the heart of our success. In our experience, we've noticed that customers are more at ease discussing personal insurance needs with a familiar face. We've also noticed they appreciate what technology has to offer – being able to review benefit options and enroll online at their convenience. With First Financial, you don't just get one or the other. We are there every step of the way to educate and assist, whether it's in person or online.

Our comprehensive enrollment services provide you with superior support. Your First Financial representatives are fully licensed, salaried, full-time employees of First Financial. For quality assurance purposes we do not use contract enrollment firms to staff our enrollments. Our staff will meet with your employees one to one and help determine what best meets their needs.

We provide employee benefit booklets at no charge to the ESC or its employees and will hold meetings and seminars to encourage education and engagement in the benefit plans offered to them. An employee benefit website (EBC) will be created for the ESC and link to Region 4 ESC's website if requested.

Our robust benefits administration system, FFEnroll, allows both for online self-enrollment and for you and your employees to create and print enrollment confirmation statements. FFEnroll records and retains all election entry information and dependent data. A benefit file of enrollment adds and changes is provided and can be uploaded into the payroll system after enrollment which alleviates the labor and concern of manually entered elections.

The system is available for open enrollment as well as adding new employees during the year. The online billing site is integrated with and updated by FFEnroll with benefit changes daily. The system also sends the benefit elections to the carriers through the EDI process. This provides for the highest accuracy in administering your plan and allows us to give our customers the total benefit solution.



BENEFITS ENROLLMENT HIGHLIGHTS

- **Benefits Education:** Education is an important component of selecting the right benefits. There are a variety of options available to help educate your employees, so they can choose the plans that meet their needs.
- **Custom Benefits Website:** We create an online Employee Benefit Center that is filled with open enrollment details, benefit descriptions, product brochures, videos, and plan information.
- **On-site Group Meetings:** Your dedicated First Financial representative will visit your location to allow employees the opportunity to learn more and ask questions.
- **One-on-one Appointments:** Employees can request one-on-one appointments to meet with a First Financial representative and discuss the unique needs of their family to ensure they enroll in the right benefits.
- **New Employee Meetings:** We take time to meet with new hires to help them understand your benefits, answer questions, and explain how the enrollment process works.



457(b) Retirement Plan Services

Retirement administration solutions for public employers

A 457(b) is a voluntary retirement savings plan designed for employees of state and local governments, as well as many tax-exempt organizations. Providing a 457(b) savings plan can help bring financial stability and security for life upon retirement for those who participate. With this plan, your employees can lower their current taxes, earn tax-free income, reduce their retirement income gap, and get on track for living a comfortable life after retirement.

Working with our 457(b) program can allow you to spend less time on plan administration and investment planning, and more time overseeing your organization. And with a success plan in place, you are in a better position to attract and retain valuable staff members.

Why Choose Us?

- ✓ We specialize in working with government employers
- ✓ We act as fiduciaries with a legal duty to act in our clients' best interest
- ✓ We focus on making financial education inclusive for all employees regardless of where they are in their financial journey

Benefits for Employers

- Fiduciary oversight on plan investments
- One-click file transfer system
- Employee education services
- Plan and participant reporting
- Tailored and streamlined implementation
- Plan compliance and audit support
- Paperless transactions

Benefit for Employees

- Plan education and financial workshops
- No surrender charges or commissions
- Pre-tax and after-tax (Roth) salary deferrals
- Range of cost-effective investment options, including target date funds, risk-based models, and self-directed funds
- Mobile app access

Contact an FFGA representative to learn more.

Pricing

Total asset fee:

0.85% (85 basis points)

Administration fixed dollar fee: \$18 per year

Fund Lineup

Fund Name	Asset Class	Symbol	Expense Ratio
Fixed Income Accounts			
BlackRock Total Return K	Fixed Income	MPHQX	0.44%
DFA Inflation Securities	Fixed Income	DIPSX	0.12%
Victory INCORE Fund For Income	Fixed Income	VFFRX	0.63%
USAA Income Fund R6	Fixed Income	URIFX	0.39%
Vanguard Intermediate-Term Treasury Index Admiral	Fixed Income	VSIGX	0.07%
Money Market Funds			
Fidelity Government Money Market Fund	Money Market	SPAXX	0.06%
Large Cap Funds			
Fidelity 500 Index	Large Cap Blend	FXAIX	0.02%
Vanguard Growth Index Admiral	Large Cap Growth	VIGAX	0.05%
Vanguard Value Index Admiral	Large Cap Value	VVIAX	0.05%
iShares Total US Stock Market Index K	All Cap	BKTSX	0.03%
Mid-Cap Funds			
Vanguard Mid Cap Index Admiral	Mid Cap Blend	VIMAX	0.05%
Small Cap Funds			
Fidelity Advisor Stock Selector Small Cap Z	Small Cap Blend	FSSZX	0.79%
Vanguard Small Cap Index Admiral	Small Cap Blend	VSMAX	0.05%
International Funds			
Vanguard Developed Markets Index Admiral	Developed International	VTMGX	0.07%
Fidelity Advisors Total Int Equity Z	Developed International	FIEZX	0.90%
Emerging Market Funds			
Vanguard Emerging Markets Admiral	Emerging Markets	VEMAX	0.14%
American Funds New World R6	Emerging Markets	RNWGX	0.59%
Target Date Funds			
TIAA CREF LIFEC IDX 2020-INS	Target Date Funds	TLWIX	0.10%
TIAA CREF LIFEC IDX 2025-INS	Target Date Funds	TLQIX	0.10%
TIAA CREF LIFEC IDX 2030-INS	Target Date Funds	TLHIX	0.10%
TIAA CREF LIFEC IDX 2035-INS	Target Date Funds	TLYIX	0.10%
TIAA CREF LIFEC IDX 2040-INS	Target Date Funds	TLZIX	0.10%
TIAA CREF LIFEC IDX 2045-INS	Target Date Funds	TLXIX	0.10%
TIAA CREF LIFEC IDX 2050-INS	Target Date Funds	TLLIX	0.10%
TIAA CREF LIFEC IDX 2055-INS	Target Date Funds	TTIIX	0.10%
TIAA CREF LIFEC IDX 2060-INS	Target Date Funds	TVIIX	0.10%
TIAA CREF LIFEC IDX 2065-INS	Target Date Funds	TFITX	0.10%
TIAA CREF LIFEC IDX RETIREMENT-INS	Target Date Funds	TRILX	0.10%
Asset Allocation Funds			
VANGUARD LIFES CNSRV GR INV	Allocation	VSCGX	0.12%
VANGUARD LIFES GROWTH INV	Allocation	VASGX	0.14%
VANGUARD LIFES INCOME INV	Allocation	VASIX	0.11%
VANGUARD LIFES MODERATE GR INV	Allocation	VSMGX	0.13%
Real Estate Options			
DFA Global Real Estate	Real Estate	DFGEX	0.24%

All investments are subject to risk, including loss of principal. Risk is defined as fluctuation in returns from one period to the next and the potential for loss. A well diversified portfolio may help investors reduce the risk associated with investing. However, diversification does not insure protection against a loss in a declining market. This report has been prepared for the purpose of providing a comparison among the advisors and indices shown herein. Indices are for comparison only. The inclusion of an advisor in this report should not be considered an endorsement or recommendation.



AN INTRODUCTION TO
RETIREMENT PLAN SOLUTIONS



DIFFERENT BY DESIGN

We provide extensive retirement plan education resources for all stakeholders

Our seamless implementation process makes it easy to start or transfer a plan

Decades of experience allow us to provide efficient and rewarding solutions

As a fiduciary, we are fully committed to placing our client's interests first

HELP LEAD YOUR EMPLOYEES TO FINANCIAL WELLNESS

As a leader within your organization, you are constantly confronted with circumstances demanding your attention, expertise, and valuable time. When you consider the substantial challenges of managing and administering your organization's retirement plan(s), it is reasonable to feel overwhelmed and frustrated. At TCG, our goal is to help relieve you of the administrative burdens normally associated with managing employee retirement plans and investments so you can focus on the higher-level tasks of running your organization.



EXPERIENCE YOU CAN RELY ON

With decades of experience in the administration of public sector plans, we are committed to delivering innovative retirement plan designs, dependable investment advice, ongoing support and education, and remarkable plan administration. Whether your organizations needs to start a new plan or transfer established accounts, we provide an all-inclusive solution for an exceptional value. Our services can give you and your employees peace of mind knowing your retirement plans are safe and sound.

OUR SERVICES

We know that managing an organization's retirement plan and investment strategy involves many moving parts and details can become overwhelming. When you partner with TCG, you are collaborating with a team of professionals who leverage experience and technology in an effort to decrease your fiduciary and administrative duties.

STRATEGIES FOCUSED AROUND YOU

At TCG, our goal is to become familiar with your culture and the way you operate. Upon developing that clear understanding, we will customize an investment and administrative plan of action that will not only meet— but exceed—your organization's needs and expectations. Our services include:

- Full-service administration of governmental plans (403(b), 457(b), 401(a), and FICA Alternative)
- Personalized investment management and advice
- Compliance oversight and audit support



FIDUCIARY RESPONSIBILITY

An important element of our partnership is that TCG Advisors provides fiduciary protection. As a Registered Investment Advisor, TCG is held to a fiduciary responsibility—via written contract—to act in our client's best interest.

A PARTNER YOU CAN DEPEND ON

We will work with you to develop a detailed, long-term plan of action to meet your organization's individual goals. A dedicated TCG account manager will be with you every step of the way to ensure optimum execution. Working with us, you and your employees can expect:

- No conflicts of interest
- Low and transparent fees
- Daily processing of distributions
- No surrender charges or lockup fees

OUR COMMITMENT

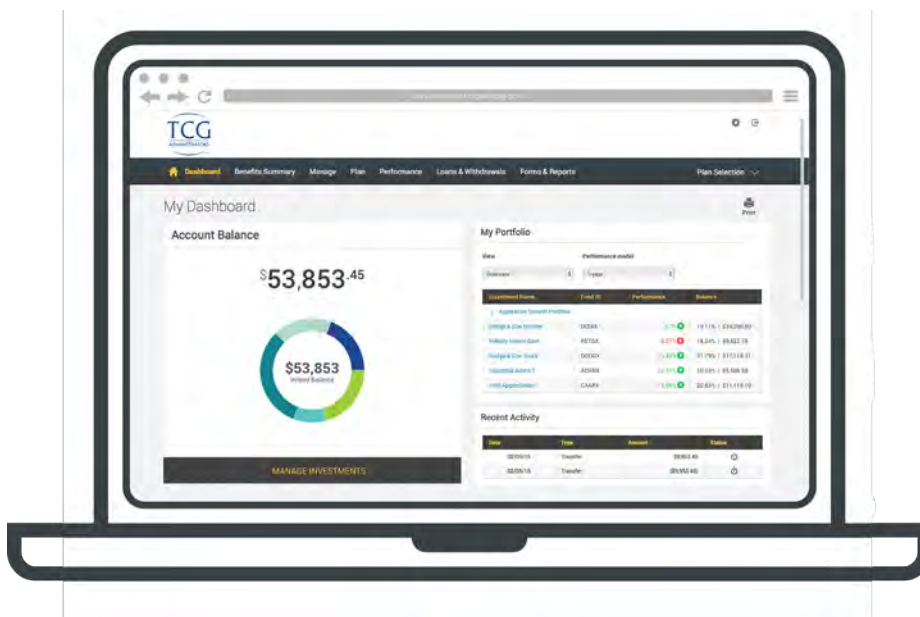
At TCG, we are committed on providing you and your employees every necessary tool to ensure you have a superior experience. From online resources to seminars and one-on-one meetings, we work hard to reduce the complexity of topics and provide education materials for each of our clients. We consistently update our education content to account for changing market events and financial situations.

PLAN SPONSORS

As a plan sponsor, your focus is to offer a plan equally as beneficial as it is compliant with federal and state regulations. For that reason, everything we do is with the goal of delivering a fully-compliant solution. We accomplish this by providing participant record-keeping and easy-to-use online resources like plan summaries, on-demand detailed reports, and participation trends. From transferring payroll files to managing participant databases, our advanced digital platforms provide a fast and secure experience.

PLAN PARTICIPANTS

In order for plan participants to make meaningful decisions for the future, it is essential for them to have access to comprehensive education material. At TCG, we provide specialized services like on-site trainings, live webinars, on-demand videos, and a U.S.-based call center with agents ready to answer questions. Our industry-leading online resources allow participants to keep track of their savings, measure their investment returns, and process qualified distribution requests with just a few clicks.



An easy-to-follow dashboard displays the most relevant information for participants, including options to manage investments, generate detailed reports, and request loans/distributions.

WHAT YOU CAN EXPECT

- ✓ 403(b), 457(b), 401(a), and FICA plan administration
- ✓ Investment advisory committee oversight
- ✓ Compliance oversight over all aspects of the plan
- ✓ Fiduciary protection
- ✓ Secure online portals for plan sponsors and participants
- ✓ Live customer service representatives ready to help
- ✓ Daily distributions
- ✓ Detailed reporting and participation analysis
- ✓ Retirement seminars and online resources for participant education
- ✓ IRS audit support

OUR PROMISE

Through the use of a simple and clear fee structure, TCG seeks to offer the highest level of transparency and service to each client. TCG will remain completely fair and unbiased when building retirement plan programs and solutions.

As fiduciaries, TCG will act in complete fairness and put the interests of our clients first. These rules are non-negotiable.

Help your employees achieve financial wellness with our customized retirement solutions.

For more information, contact us at 512.600.5200
or visit us online at www.tcgsservices.com.

We invite you to connect with us on social media.



tcgs.vc/social

IMPORTANT DISCLOSURES

Investment advisory services are provided by Total Compensation Group Investment Advisory Services LP ("TCG Advisors, LP") a registered investment advisor regulated by the U.S. Securities and Exchange Commission (SEC) and a registered municipal advisor regulated by the Municipal Securities Rulemaking Board (MSRB), subject to the Rules and Regulations of the Investment Advisor Act of 1940 and MSRB rules. Registration with the U.S. Securities and Exchange Commission does not imply a certain level of skill or training. TCG Advisors, LP is a part of TCG Group Holdings, LLP. We are located in Austin, Texas. A copy of TCG Advisors' Form ADV Part II is available upon request.

This website is not authorized for use as an offer of sale or a solicitation of an offer to purchase investments. This website is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, or as an offer to provide advisory or other services in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the securities laws of such jurisdiction.

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AN INTRODUCTION TO THE
MANAGED ASSET PORTFOLIO PROGRAM



DIFFERENT BY DESIGN

Investment decisions are made by a team of professionals with extensive experience

We leverage multiple broker-dealers to deliver best execution

Cash management strategies are specifically designed to meet each client's unique goals

As a fiduciary, we are committed to putting our client's interests first

A PROFESSIONAL APPROACH TO MUNICIPAL CASH MANAGEMENT

The Managed Asset Portfolio Program (MAPP) is comprised of strategies specifically designed to meet the unique financial objectives of school districts and municipalities. TCG Advisors employs a team of experts to manage portfolios and help you meet your cash flow needs while maximizing additional yield.

Since 2001, TCG has worked diligently to earn the trust of our institutional clients. TCG invests in full accordance with the core principles of the Public Funds Investment Act (PFIA) and your local policy.



SAFETY IS OUR SPECIALTY

At TCG Advisors, we specialize in quantifying risk and developing strategies that can help ensure the safety of your organization’s assets. Through the use of sophisticated software solutions, TCG can evaluate multiple risk factors for not only individual positions, but your entire portfolio. We share your goal of increasing safety within your accounts because we understand the importance of prudently managing taxpayer dollars. As fiduciaries, we are committed to working on your behalf to manage current and future risk.

UNDERSTANDING YOUR PORTFOLIO RISKS



INTEREST RATE RISK



DOWNGRADE RISK



DEFAULT RISK



REINVESTMENT RISK



POLITICAL RISK



LIQUIDITY RISK



MARKET RISK

UNDERSTANDING YOUR NEEDS

For over 15 years, TCG has developed and managed portfolios for hundreds of institutional clients that must operate under investment policies specific to the governmental sector. Our extensive experience advising Texas-based governmental entities enables us to thoroughly understand the unique challenges our clients face.



OUR GOAL

At TCG, our goal is to develop an effective partnership allowing you to concentrate on the big picture while we focus on the day-to-day management oversight of your taxpayer dollars. TCG understands each organization has its own unique set of goals and constraints that require special attention and we have the ability to work through those with you. By developing a successful long-term relationship, we can apply our knowledge to create a custom investment strategy program.

ACTING IN YOUR BEST INTEREST

As a Registered Investment Advisor, TCG is held to a fiduciary responsibility—via a written contract—to act in our client’s best interest. Public entities should be wary of potential conflicts of interest relating to services of investment advisors, particularly focusing on preventing them from acting in multiple capacities that could create the potential for self-interested decisions.

ALWAYS ON YOUR SIDE

As your advisor, you can be sure we will act in complete fairness, and never take advantage or deal in a way that benefits TCG over your interests. We are committed to delivering value to our clients by providing complete transparency in all activities.

FIDUCIARY CHECKLIST

- Recommendations based on your best interest
- Holistic approach to investment advice
- Ongoing disclosure to avoid conflicts of interest
- 3rd party custody of assets
- Transparent fee structure

MANAGING YOUR RISK

The management of taxpayer dollars is a highly scrutinized process that requires a safe and responsible investment strategy. At TCG, we seek to deliver well-defined and disciplined strategies that help you meet all three cornerstones of the PFIA—safety, liquidity, and yield.

SAFETY

We specialize in analyzing risks on multiple levels to protect cash flow needs and minimize risk exposure.

LIQUIDITY

Our strategies can help ensure there is sufficient liquidity to meet the growing demands of the numerous programs running within your organization. TCG will provide an exhaustive cash flow analysis to ensure portfolios are optimally positioned to provide funds. All securities are liquid and can be sold at any time—keeping your investment strategy program fluid.

YIELD

Safety and liquidity are vital to your investment program, but to responsibly manage tax dollars, yield should play an important role. While fixed-income securities typically bear less risk than other investments, it is important to consider that long-term inflation poses a substantial risk to your assets. In today's low-rate environment, managers of taxpayer dollars must be especially diligent. By partnering with TCG, you can be confident we will work to produce an investment strategy that can help maximize risk-adjusted yield.

PUBLIC FUNDS INVESTMENT ACT (PFIA) VALUES



TCG IS A TASBO STRATEGIC PARTNER

The Texas Association of School Business Officials (TASBO) organization is a trusted resource and partner for K-12 schools. TASBO elects select strategic partners to help deliver solutions and services to school districts all over the state of Texas. This is just one more way TCG is recognized for being a premiere partner to Texas government employers.

INVESTMENT SOLUTIONS & SERVICES

- ✓ Complete portfolio management and consulting
- ✓ Reporting services and board packets
- ✓ Compliance oversight
- ✓ Audit support
- ✓ Fiduciary protection
- ✓ Monitoring of broker/dealer and safekeeping relationships
- ✓ Reviewing and recommending modifications to the investment policy
- ✓ Assisting in cash flow analysis
- ✓ Analyzing investment pools and other institutional products

OUR PROMISE

Through the use of a simple and clear fee structure, TCG seeks to offer the highest level of transparency and service to each client. TCG will remain completely fair and unbiased when building municipal portfolios, keeping only the client in mind when choosing investments.

As fiduciaries, we will act in complete fairness and put the interests of our clients first. These rules are non-negotiable.

**Take your organization to the next level with our
customized investment strategies.**

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IMPORTANT DISCLOSURES

TCG Advisors is a registered investment advisor regulated by the U.S. Securities and Exchange Commission (SEC) and registered municipal advisor, subject to the Rules and Regulations of the Investment Advisor Act of 1940 and the rules of the Municipal Securities Rulemaking Board (MSRB), and is a part of TCG Group Holdings, LLP. Registration does not imply a certain level of skill or training. TCG Advisors' parent company, TCG Group Holdings, LLP, owns and operates several other entities which provide various services to employers across the U.S. Those affiliates (wholly owned subsidiaries of TCG Group Holdings, LLP) sometimes provide services to TCG Advisors' Clients. These affiliates are Total Compensation Group Consulting, LP; TCG Administrators, LP (f/k/a JEM Resource Partners, LP); TCG Benefits (f/k/a The Paragon Group, LP; Paragon National, LP; and Paragon Benefits, LP, collectively). The business activities of these companies are discussed in its ADV Part 2A. TCG Advisors is located in Austin, Texas, and a copy of its Form ADV Part 2 is available upon request.

This brochure is not authorized for use as an offer of sale or a solicitation of an offer to purchase investments. This brochure is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, or as an offer to provide advisory or other services in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the securities laws of such jurisdiction.

Past performance may not be indicative of any future results. No current or prospective client should assume that the future performance of any investment or investment strategy referenced directly or indirectly in this brochure will perform in the same manner in the future. Different types of investments and investment strategies involve varying degrees of risk—all investing involves risk—and may experience positive or negative growth. Nothing in this brochure should be construed as guaranteeing any investment performance.

An investment in the plans discussed will involve a significant degree of risk, and there can be no assurance that the investment objectives will be achieved or that an investment therein will be profitable. Investors will experience individual returns that vary materially from those illustrated in this brochure depending on various factors, including but not limited to, the timing of their investment, the level of fees, and the effects of additions and withdrawals from their capital accounts. Past performance is not necessarily indicative of the future performance or the profitability of an investment in a plan. This brochure includes forward-looking statements. All statements that are not historical facts are forward-looking statements, including any statements that relate to future market conditions, results, operations, strategies or other future conditions or developments and any statements regarding objectives, opportunities, positioning or prospects. Forward-looking statements are necessarily based upon speculation, expectations, estimates and assumptions that are inherently unreliable and subject to significant business, economic and competitive uncertainties and contingencies. Forward-looking statements are not a promise or guaranty about future events.

Any discussion of liquid or illiquid investments is qualified by the fact that the liquidity of an investment depends largely on market conditions, which change from time to time. An investment that is currently liquid could prove to be completely or substantially illiquid at any time in the future. No assurances can be given regarding the time at which it may be possible or reasonably practical to sell any investment, regardless of the degree of liquidity or illiquidity currently associated with the investment. Any statements about the likely timing for the future disposition or maturity of any investment or group of investments are forward-looking statements that are inherently unreliable and should not be relied upon for any purpose.

The projections or other information generated herein regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. Hypothetical performance results have many inherent limitations. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. There are frequently substantial differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program.

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