**EXHIBIT 2: STATEMENT OF WORK**

1. **BROKER OF RECORD**

Contractor will serve as the Court’s broker of record for the following lines of coverage:

* + Basic Life
  + Supplemental Life
  + COBRA
  + Group AD&D
  + Short-Term Disability
  + Long-Term Disability
  + Medical
  + Dental
  + Vision
  + Employee Assistance Plan
  + Flexible Spending Account- DCAP (FSA-Dependent Care Assistance Program)
  + Flexible Spending Account – HC (FSA – Health Care)
  + Variable Group Universal Life (VGUL)
  + Retiree Medical

1. **GENERAL RESPONSIBILITIES**
   1. Contractor will meet with the Court as requested by the Court’s Project Manager or the Court’s Executive Office in order to actively assist in the management of the Court’s employee benefit plans and programs, hereinafter referred to as “benefit plans”.
   2. Contractor will review value-added benefit plans and programs as well as any modifications or proposed modifications to the design, cost (rates), and quality of current benefit plans.
   3. Contractor will make recommendations to the Court and the Court’s Employee Benefits Advisory Committee (EBAC) regarding benefit plans.
   4. Contractor will participate in EBAC meetings as requested by the Court’s Project Manager.
   5. Contractor will provide guidance pertaining to the Court’s benefit plans. This includes analysis and application of all Applicable Law as defined in Attachment 2: General Terms and Conditions/Defined Terms.
   6. Pursuant to Section 1.6(a) of Exhibit B: General Terms and Conditions/Defined Terms, Contract Project Manager will respond promptly and fully to all inquiries from the Court’s Project Manager. Prompt response will be as soon as possible, but no later than one (1) business day. The Court’s Project Manager may delegate inquiry authority to other Court Personnel as needed for efficient Court operations.
2. **PROCUREMENT ACTIVITIES**
   1. Contractor will design specifications for and prepare Requests for Proposals (RFP) for the Court in collaboration with the Court’s Project Manager and Procurement Department that comply with applicable federal and state laws, statutes, regulations and rules, Court’s policies and procedures, including the Judicial Branch Contracting Manual (JBCM) and present these for review and approval by the Court prior to release.
   2. Contractor will manage the RFP process for the employee insurance/benefits set forth in Section 1 in collaboration with the Court’s Project Manager and Procurement Department to ensure compliance with the Court’s policies and procedures, including the JBCM.
   3. Contractor will evaluate the received proposals with consideration of the parameters set by the Court’s Executive Office and identify those proposals deemed to be acceptable for further analysis and review by EBAC.
   4. Contractor will prepare a comprehensive report of the proposals received in response to the RFP and will work with EBAC to determine which proposals to recommend for acceptance by the Court.
   5. In the event of any protest arising from an RFP process, Contractor will work with the Court to develop responses and provide relevant documentation, if necessary.
   6. Contractor will make presentations regarding RFP recommendations to EBAC and Court officials as requested by the Court’s Project Manager.
   7. Contractor will ensure Court receives all benefit plan provider agreements in a timely manner.
   8. Contractor will review and analyze all benefit plan provider agreements for compliance with all Applicable Law, the JBCM, and the Court’s policies and procedures.
   9. Contractor will define and design performance standards and guarantees for the Court’s various benefit providers and will evaluate, monitor and report on provider compliance with these standards and guarantees semi-annually (or more frequently if requested by the Court.)
   10. Contractor will make recommendations for items of negotiation with benefit plan providers, including but not limited to plan design, cost, and quality of services.
   11. Contractor will participate in negotiations with benefit plan providers on matters such as, but not limited to, premium rates, benefit levels, performance standards and guarantees, agreement terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, etc.
   12. Contractor will design, communicate and implement, when necessary, a transition strategy and plan to migrate current insurance/benefits/broker and consulting services to this new contract.
3. **PROGRAM IMPLEMENTATION**
   1. Contractor will assist in the design, implementation, and administration of new and existing benefit plans.
   2. Contractor will assist in developing and implementing agreements with selected benefit plan providers in accordance with Court’s timelines and requirements.
   3. Contractor will provide financial and/or performance reviews of all of the Court’s benefit plans.
   4. Contractor will attend open enrollment meetings at various court sites upon request of the Court’s Project Manager. Contractor will coordinate the attendance of selected vendors at such meetings, if requested by the Court’s Project Manager.
   5. During open enrollment, Contractor will assist in ensuring that the Court has all the necessary materials to distribute to employees and has plan materials to post on the Court’s intranet.
   6. During open enrollment, Contractor will assist in responding to questions posed by Court’s employees regarding benefit plans that the Court’s HR staff are unable to readily answer.
   7. Contractor will provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials.
   8. Contractor will, with the Court’s consultation, prepare and print a benefit guide(s) at no additional cost to the Court.
   9. Contractor will, at intervals designated by the Court’s Project Manager, evaluate and report the performance of benefit plan providers to Court’s HR, Court Executive Office and EBAC.
   10. Contractor will assist Court’s HR in the preparation and/or review and updating of benefit plan documents and benefit plan descriptions for benefit plans.
   11. Contractor will proactively provide the Court with regular updates on any changes, proposed changes or requirements arising from PPACA and related legislation, state and federal laws, statutes and regulations that may impact the Court’s benefit plans. Contractor will recommend procedures and/or policies the Court should implement to comply with federal and state statutes and regulations.
   12. Contractor will ensure that the Court and its benefit plans and programs are in full compliance with the Patient Protection and Affordable Care Act (PPASCA) and any related practices, requirements and regulations.
   13. Contractor will make recommendations regarding the format and content of reports submitted by benefit plan providers. Contractor will review such reports and prepare an analysis to be presented to the Court. Contractor will identify and recommend any additional reports as needed.
   14. Contractor will develop and/or assist in developing, evaluating and reporting the results of employee needs and satisfaction surveys, when requested by the Court’s Project Manager.
   15. Contractor will serve as a consultant during labor negotiations throughout the year regarding matters pertaining to the operation of the Court’s various benefit programs and will present such matters to the labor unions as requested by the Court.
4. **TECHNICAL ASSISTANCE**
   1. Contractor will provide research and responses to technical questions posed by the Court’s HR staff.
   2. Contractor will provide the Court’s Benefits and Payroll Administrator with general guidance on items such as trends in benefit plans, methods for improving cost containment, financial arrangements and administration.
   3. As requested by the Court’s Project Manager or the Court’s Executive Office, Contractor will provide comparison reports of other employer’s benefit plans to determine competitiveness. Contractor will also provide financial and/or performance reviews of self-funded and fully insured plans and programs.
   4. Contractor will provide, at minimum, two (2) annual on-site training programs regarding legislation updates and best practice seminars for the Court’s HR and associated staff, when requested by Court’s Project Manager.
   5. Contractor will provide day to day consultation on matters such as, but not limited to, plan interpretation and problem resolution. Such consultation will include attendance at periodic meetings to facilitate and assist in the management of the Court’s benefit plans.
   6. Contractor will at a minimum once per calendar year schedule and hold a meeting to review the Court’s benefit plans utilization with the Court’s Project Manager, Benefits and Payroll Administrator and associated staff.
5. **MISCELLANEOUS OBLIGATIONS**
   1. Contractor will maintain full and accurate records with respect to all matters and services provided to the Court, its provider(s) and related benefit plans and programs. At the request of the Court’s Project Manager or the Court’s Executive Office, Contractor will provide all spreadsheets, assumptions, and calculations upon completion of any project performed on behalf of the Court, its provider(s) and benefit plans and programs.
   2. Copies of all educational and training materials, curricula, audio/visual aids, printed materials, and periodicals, assembled pursuant to any agreement resulting from this RFP, must be filed with and approved in writing by the Court prior to publication.
   3. Contractor will provide other services as requested by the Deputy Court Executive Officer-Human Resources and Training or the Executive Office based upon mutual agreement for hourly rates of services.
6. **CONTRACTOR PERSONNEL**

Pursuant to the Contractor’s proposal, the following personnel will perform the services specified in this RFP.

|  |  |  |
| --- | --- | --- |
| Team Member | Title | Roles, Responsibilities and Tasks |
|  |  |  |
|  |  |  |
|  |  |  |

1. **ACCURACY AND CONFIDENTIALITY OF INFORMATION**
   1. Contractor is responsible for clearly and timely identifying to the Court any information that is necessary for the Contractor to provide the services outlined herein. The Court is responsible for providing such information in a timely manner, and for ensuring the accuracy and completeness of any such information furnished to the Contractor.
   2. Contractor will maintain all information received from the Court confidential and will take effective precaution to avoid disclosure of the health and financial information of the Court’s employees. Contractor will not distribute, disclose, or release to any third party any such information except as may be necessary to the performance of services hereunder either during or at any time after the term of this Agreement, except upon prior written approval of the Court.
2. **COPYRIGHT**
   1. The Court will have a nontransferable, royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate and other wise use, now and hereafter, all employee communications, reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement. This license is limited to activities arising from this Agreement and the benefit plans that is the purpose of this Agreement. “Activities arising from” will include, without limitation, educational and training materials, curricula, audio/visual aids, printed materials, and periodicals.
   2. The license includes those covered by copyright, and the Court reserves the right to authorize others to use or reproduce such materials for the purposes of these benefit plans.
   3. All materials developed specifically for the Court under the terms of this Agreement will acknowledge Court as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Agreement will be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of Court.

*End of Exhibit A*