

KANSAS EASTERN REGION INSURANCE TRUST

REQUEST FOR PROPOSAL FINANCIAL MANAGEMENT SERVICES

ISSUED: MARCH 31, 2023 DUE: MAY 2, 2023

Kansas Eastern Region Insurance Trust

Preventing Loss & Promoting Safety

REQUEST FOR PROPOSALS FINANCIAL MANAGEMENT SERVICES

Issued March 31, 2023

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Deadline for RFP Submission, May 2, 2023 by 5:00 PM CST Submit responses (in PDF) to Joanne Bussinger at jbussinger@marc.org

INTRODUCTION

The Kansas Eastern Region Insurance Trust (KERIT) was formed on November 1, 1986 as a self-insurance program to cover workers' compensation claims for its members. Members of KERIT, located primarily in eastern Kansas, include fifteen cities, two counties and one park and recreation district. KERIT's general objectives are to provide a self-insured program for local governments; to improve the loss prevention program to reduce claims and accidents; to reduce costs through sound and equitable claim management practices; and to provide excess insurance at a discount based on volume and lower risk exposure. KERIT's website is www.kerit.org.

The Kansas Eastern Regional Insurance Trust (KERIT) is seeking proposals from qualified consultants (individuals or firms) to conduct the financial management services of KERIT.

If a consultant is selected, it is anticipated a contract for services would be effective upon board of trustee approval. It is desired the successful consultant will begin a transition from MARC immediately to fully provide scope of services effective no later than January 1, 2024.

Interest in Submitting a Response to RFP

Please email Joanne Bussinger, jbussinger@marc.org to indicate your interest in submitting a response to this RFP in the event an addendum to this RFP is issued and/or additional clarification, questions or comments are issued.

CURRENT SERVICE PROVIDERS

KERIT has no employees. To manage the day-to-day affairs of KERIT, the Board of Trustees has contracted with providers for pool administration, financial management, claims management/underwriting, safety and loss control services, audit and actuarial services. The current contractors for those services are:

Financial Management Services (transitioning)
Mid-America Regional Council (MARC)
Financial Accountant: Joanne Bussinger
600 Broadway, Suite 200
Kansas City, Missouri 64015

Claims Management, Underwriting, Pool Administration and Safety/Loss Control Services

Thomas McGee Group Account Manager: Jeff Cox 1201 W. 12th Street, Suite 1000 Kansas City, Missouri 64105

Audit Services

Forvis, LLP

Partner: Joe Herting, CPA

Actuarial Services

Pinnacle Actuarial Resources, Inc.
Principal and Consulting Actuary: Aaron Hillebrandt

In late 2022, MARC announced to the KERIT board of trustees a desire to transition financial management services from its portfolio. A board decision was made to engage the services of a new consultant which is crucial to the current and future financial activities of KERIT.

The intent is to hire a consultant to perform key financial services, currently provided by MARC, shown in the Scope of Services.

SCOPE OF SERVICES

The following scope of services for the consultant has been identified below. These activities are currently provided by MARC. MARC uses Microsoft GP software and retains transaction history since 1987. More detailed information on the organization and its finances can be found in the annual comprehensive financial and statutory reports attached as an appendix to this request for proposals.

Financial Management Services (FMS)

General Services

- a. Maintain an office in a location of consultant's choosing and pay all costs incidental to the occupancy and maintenance of the office;
- b. Retain sufficient personnel to conduct the financial management services of KERIT;
- c. Serve as point of contact for all inquiries and questions about KERIT and its finances; and
- d. Provide information on an ongoing basis to members.

Financial Transaction Processing and Statement Preparation

- e. Cash receipts accept/deposit payments, record in check register;
- f. Cash disbursements forward invoices to chair for online banking; setup online vendors when required; record in check register;
- g. Record monthly general ledger transactions;
- h. Bank reconciliations;
- Update supporting documents including premium receivable, prepaid expenses, investments, claim reserves, specific reinsurance receivables, worker's compensation tax schedules, investment distribution schedules; and
- j. Publish final financial statements including balance sheet and income statements in summary and by claim year (MARC imports transactions and produces two provisional income statements before final is published).

Financial Reports, Other Reports and Audit

k. Prepare board packet with accompanying basic financial statements (GAAP) and

- other schedules as identified (currently 4 times/year; 1 week before board meeting);
- I. Prepare and submit quarterly statutory reports to Kansas Department of Insurance (due 45 days following end of calendar quarter);
- m. Actuary reports (June and December) update loss triangles; compare combined loss report with general ledger; update incurred but not reported (IBNR) accounts to actuary estimates; update unallocated loss adjustment expense (ULAE) (December only);
- n. Update tax schedule when taxes are paid and reconcile tax accrual at end of year;
- o. Prepare and mail 1099 forms for accounts payable vendors; submit to Internal Revenue Services (by January 31); and
- p. Audit planning, coordination and management prepare GAAP financials, investment schedules, statutory worksheets and other schedules required by the auditor; assist with various schedules, testing and general items as indicated on 'prepared by client' schedule.
- q. NOTE: KERIT historically prepared an Annual Comprehensive Financial Report (optional) and a Statutory Report (required). In late 2022, the board evaluated the need and cost for both reports and determined that KERIT will only require the audited Statutory report each year starting in 2022. The auditors have priced their scope of work to prepare this report with support from the consultant. Consultant will ensure the statutory report is filed timely (within 90 days as determined by regulations) with the appropriate fees to the Kansas Department of Insurance.

Board Meetings, Committee Support and Other Tasks

- r. Work closely with Thomas McGee to ensure all aspects of financial services are completed appropriately including deposits, disbursements, investment management, development of an annual budget, actuary review and adjustments, support for annual audit, and preparation of meaningful financial reports and schedules for the Board;
- s. Assist with financial board agenda items as needed;
- t. Attend board and committee meetings;
- Coordinate with bank for new bank signature cards and other key banking documents as needed;
- v. Ensure financial policies are met; and
- w. Other support for members, committees and service providers as needed.

PROPOSAL GENERAL CONDITIONS

Firm Prices

The proposer warrants that prices, terms and conditions quoted in the proposal will be firm for acceptance for a period of not less than sixty (60) days from the proposal due date. Such prices will remain firm for the first year of any ensuing contract. The price of additional years shall be included in this proposal.

Conflict of Interest

The firm certifies that, to the best of his or her knowledge or belief, no official of KERIT is financially interested, directly or indirectly, in the performance of the services specified in this RFP.

Affirmative Action

Firm must comply with K.S.A. 44-1030 et al. seq., the Kansas Act Against Discrimination, which: (1) precludes discrimination against any person in the performance of work under a contract because of race, religion, color, sex, national origin or ancestry; (2) requires solicitations or advertisements for employees to include the phrase, "equal opportunity employer"; and (3) allows KERIT to terminate their contract for default if provisions of the Act are violated.

Acceptance of Offer

The signed proposal shall be considered an offer on the part of the proposer. The contents of this RFP and the proposal submitted by the successful firm may become part of any contract. Such offer shall be deemed accepted upon issuance by KERIT of a notice of acceptance or other contractual document. KERIT reserves the right to negotiate any and all elements of this proposal.

Taxes and Overhead

Firm shall assume full responsibility for workers' compensation, state and federal unemployment taxes, social security, withholding tax deductions, training programs, liability insurance, legal liability insurance, and all necessary licenses, administration, inspection, and supervision costs in the performance of this contract.

Independent Contractor

Firm shall at all times operate as an independent contractor and shall not be considered an agent or employee of KERIT.

Indemnification/Hold Harmless Agreement

Firm shall, in addition to any other obligation, indemnify KERIT and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless KERIT, its trustees and agents from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by firm in the performance of the work; or (c) liens, claims or actions made by the firm or any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts or any

statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the firm or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. All expenses, including attorney's fees, incurred by KERIT in enforcing this provision shall be borne by the firm.

Termination

Subject to the provisions below, any contract derived from this RFP may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of KERIT until said work or services are completed and accepted.

- Termination for Convenience In the event that the contract is terminated or cancelled upon request and for the convenience of KERIT, without the required thirty (30) days advance written notice, then KERIT shall negotiate reasonable termination costs, if applicable.
- 2. Termination for Cause termination by KERIT for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

PROPOSAL REQUIREMENTS

A. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

B. Table of Contents

C. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be performed, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for sixty days.

D. Technical Proposal Requirements

1. General

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide the requested services. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the

qualifications of the firm and of the particular staff to be assigned to this engagement.

The Technical Proposal should address all the points outlined in the request for proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

2. Independence

The firm should provide an affirmative statement that it is independent of KERIT as defined by generally accepted auditing standards.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental and/or insurance audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

5. Staff Qualifications and Experience

Identify the principal management staff who would be assigned to the engagement. Provide information on the financial management experience of each person for the past three (3) years and membership in professional organizations relevant to the performance of the scope of work.

6. Similar Engagements With Other Government Entities and Public Entity Risk Pools

For the firm's office that will be assigned responsibility for the financial management services, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this RFP. Indicate the scope of work, date and the name and telephone number of the principal client contact.

7. Specific Financial Management Services Approach

The proposal should set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in the Scope of Work. In developing the work plan, reference should be made to such sources of information as KERIT's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their financial management services approach:

- a. Proposed segmentation of the work plan
- b. Level of staff and number of hours to be assigned
- c. Financial software and other EDP software used
- d. Report format for required reports

E. External Quality Control Review Information

If applicable, the firm must submit a copy of the report on its most recent external quality control review and a statement whether that quality control review included a review of specific governmental and insurance engagements.

F. Executed Copies of Proposer Guarantees and Warranties

Signed copy of Proposer Guarantees and Proposer Warranties must be shown in the format in Appendix A and B.

G. Cost Bid

- 1. The first page of the cost bid should include the following information:
 - a. Name of Firm;
 - Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with KERIT; and
 - c. A total all-inclusive maximum price for the 2023 transition through 2026 engagements.
- Schedule of Professional Fees and Expenses
 Include a schedule of professional fees and out-of-pocket expenses presented in the format provided in Appendix C to support the total all-inclusive maximum price for the 2023 (transitional) 2024, 2025 and 2026 engagements.
- 3. Rates for Additional Professional Services
 If it should become necessary for KERIT to request the consultant to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations, then such additional work shall be performed only if set forth in an addendum to the contract between KERIT and the firm. Any such additional work agreed to between KERIT and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost bid.

H. Requests for Additional Information

During the evaluation process, the Finance Committee may, at its discretion, request any one or all firms to make oral presentations or submit additional information. Such presentations or additional information will provide firms with an opportunity to answer any questions the KERIT Committee may have on a firm's proposal. Not all firms may be asked for additional information.

During the evaluation process, the Finance Committee reserves the right, where it may serve KERIT's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

SUBMISSION OF PROPOSAL

A. The proposal shall be submitted in electronic form no later than **5:00 PM CST**, **May 2, 2023.** Proposals received after this time will not be considered. The proposal can be emailed to Joanne Bussinger at jbussinger@marc.org with a subject of:

KERIT - RFP for Financial Management Services – [Proposer's Name]

- B. The proposals shall be submitted in the order set forth in this RFP.
- C. All proposals must be electronically signed by a duly authorized individual and all the required information must be provided.
- D. All proposals will become the property of KERIT and KERIT reserves the right to accept or reject any or all of the proposals.
- E. Information supplied in the proposal will be deemed to be correct and KERIT is entitled to rely on the proposal. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between KERIT and the firm selected.
- F. There is no expressed or implied obligation for KERIT to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

SELECTION PROCESS

The Finance Committee will review all submitted RFPs and select qualified consultants that best meet the qualifications and can provide the scope of work required to contribute to the success of KERIT. It is expected that the final selection of a consultant will be made during the month of June 2023 and the contract for services would be effective soon thereafter. It is desired that the selected consultant will begin transition with MARC as soon as possible; however, consultant should be prepared to fully provide the scope of services no later than January 1, 2024.

To be considered for this contract, the consultant must satisfy the requirements set forth in this RFP. It is the responsibility of the consultant to verify the receipt of proposals as there is always the possibility of emails getting blocked by a firewall/spam filter.

At their discretion, the Finance Committee may interview one or more consultants to further assist in the review process. KERIT reserves the right to award the contract to the consultant at its discretion depending upon multiple areas of criteria.

Anticipated Schedule for Consultant Selection

Every effort will be made to adhere to the following schedule, although KERIT reserves the right to cancel and/or modify the dates at any time.

Issue request for proposal	March 31, 2023
Deadline for questions	April 14, 2023
Responses to questions	April 19, 2023
Deadline for RFP submission (due by 5:00PM)	May 2, 2023
Review and score proposals	May 3 – 10, 2023
Notify selected consultants for interview	May 15, 2023
Interview selected consultants	May 19, 2023
Recommendation to board for approval	June 2023
Finalize agreement and notice to proceed	June 2023

QUESTIONS

All questions regarding the RFP should be directed to Joanne Bussinger at jbussinger@marc.org by April 14, 2023. Responses to questions will be prepared jointly by the Finance Committee and provided to all interested parties by April 19, 2023.

KEY INFORMATION ABOUT KERIT

The following key information from the *FY 2021 Annual Comprehensive Financial Report* is included within this RFQ for convenience:

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Statements of Revenues, Expenses and Changes in Net Position for Years Ended	
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Additional information about KERIT and its operations may be found in the Annual Comprehensive Financial Report and Statutory Financial Report at https://kerit.org/forms/

OPEN RECORDS ACT AND PROPRIETARY INFORMATION

The Kansas Eastern Region Insurance Trust (KERIT) is a public organization and is subject to the Kansas Open Records Act (K.S.A. 45-216(a)). All records obtained or retained by KERIT are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Kansas Open Records Act.

All contents of a response to a Request for Proposal or information issued by KERIT are considered public records and subject to public release following decisions by KERIT regarding this request. If a proposer has information that it considers proprietary, a bidder shall identify

documents or portions of documents it considers to contain descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal.

After either a contract is executed pursuant to the Request for Proposal, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Kansas Open Records Act, KERIT will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law.

Kansas Eastern Region Insurance Trust

Organizational Structure December 31, 2022

Chair and Officers of Kansas Eastern Region Insurance Trust

Nic Sanders Chair

Jamie Chism 1st Vice-Chair
Lona Lanter 2nd Vice-Chair

Members of KERIT

Cities		Counties
Chanute	Leawood	Atchison County
Coffeyville	McPherson	Leavenworth County*
Derby	Merriam*	Other
Fairway	Mission	Johnson Co Park & Recreation
Gardner*	Ottawa	District
Junction City	Shawnee*	
Lansing*	Winfield	
Leavenworth		

*Charter members

Principal Offices

600 Broadway, Suite 200 Kansas City, Missouri 64105 (816) 474-4240

Financial Management

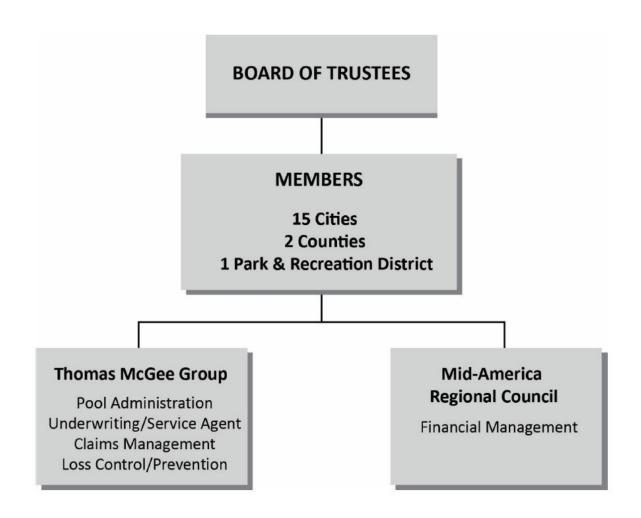
Mid-America Regional Council 600 Broadway, Suite 200 Kansas City, Missouri 64105 (816) 474-4240

Third Party Administrator and Loss Control Services

Thomas McGee, L.C. 120 West 12th Street, Suite 1000 Kansas City, Missouri 64105 (816) 842-4800

Independent Certified Public Accountants

Forvis, LLP 1201 Walnut Street, Suite 1700 Kansas City, Missouri 6410



Kansas Eastern Region Insurance Trust Board of Trustees

December 31, 2022

MEMBER TRUSTEE / ALTERNATE TRUSTEE

Atchison County

Chanute

Cory Kepley / Jeff Mitchell

Coffeyville

Allison Pryor / Angela Cook

Derby

Jenny Turner / Mandy Greenfield

Nathan Nogelmeier / Kim Young

Gardner

Shannon Templeton / Amy Craft

Johnson Co Park & Recreation Dist.

LaNesha Washington / Noelle Lewis

Junction City Vacant / Lindsay Miller
Lansing Tish Sims / Tim Vandall

Leavenworth

Leavenworth County

Mark Loughry / Monica Swigart

Leawood

Nic Sanders / Whitney Moore

McPherson

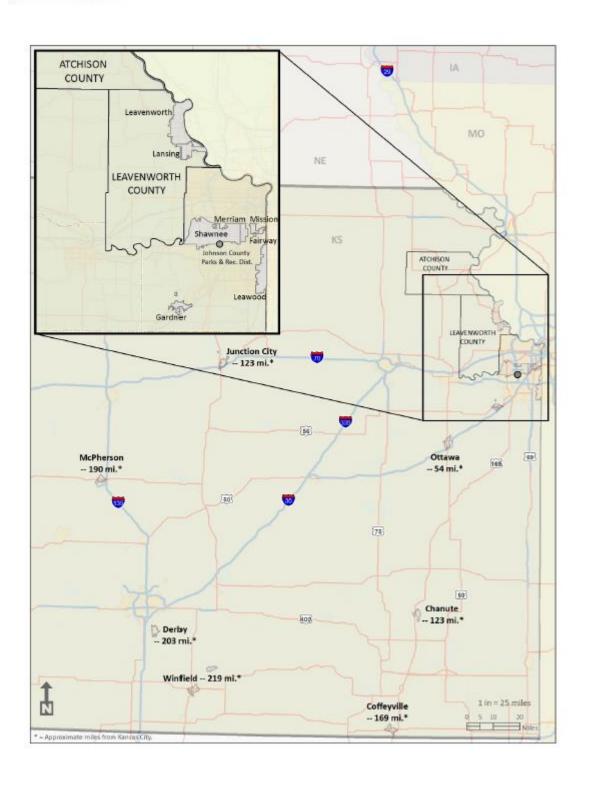
Kathy Regehr / Robin Elsasser

Merriam Stephanie Thompson / Jennifer Jones-Lacy

Mission Brian Scott / Laura Smith

Ottawa Michelle Wapp / Adam Weingartner

Shawnee Liz Barnard / Sean Rocco
Winfield James Chism / Arica Autry



Kansas Eastern Region Insurance Trust Statements of Net Position December 31, 2021 and 2020

	2021	2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 3,573,438	\$ 3,980,632
Investments	7,646,625	7,343,986
Accrued interest	21,786	25,384
Contributions due from members	133,287	125,388
Accounts receivable	-	9,084
Prepaid insurance and other expenses	13,529	14,670
Reinsurance recoverable on paid claims	14,169	829
Total unrestricted current assets	11,402,834	11,499,973
Long-term assets:		
Unbilled supplemental assessments	402,120	471,733
Total long-term assets	402,120	471,733
Total assets	\$11,804,954	\$11,971,706
Liabilities and Net Position		
Liabilities:		
Current liabilities:		
Claim reserves	\$ 1,072,000	\$ 985,000
Reserve for unallocated loss adjustment expenses	121,861	118,745
Accounts payable	43,559	17,382
Accrued tax liability Unearned contributions	63,693 478,184	57,907 641,459
oneamed contributions	470,104	041,433
Total current liabilities	1,779,297	1,820,493
Long-term liabilities:		
Claim reserves, net of current portion	2,815,380	2,973,803
Supplemental assessment refund liability	36,374	36,409
Accrued tax liability	159,516	172,075
Total long-term liabilities	3,011,270	3,182,287
Total liabilities	4,790,567	5,002,780
Net Position:		
Restricted expendable		
Claim years 2020 and 2021	620,476	499,244
Unrestricted	6,393,911	6,469,682
Total net position	7,014,387	6,968,926
Total liabilities and net position	\$11,804,954	\$11,971,706

Kansas Eastern Region Insurance Trust Statements of Revenues, Expenses and Changes in Net Position For the Years Ended December 31, 2021 and 2020

	2021	2020
Operating revenues:		
Contributions earned (net of excess insurance expense)	\$ 2,840,399	\$ 2,794,646
Change in unbilled supplemental contribution assessments	(50,160)	(85,934)
Total operating revenues	2,790,239	2,708,712
Operating expenses:		
Losses and loss adjustment expenses:		
Paid	1,819,806	1,544,192
Change in reserves	(70,593)	(76,915)
Administrative expenses	309,722	276,976
Loss prevention	120,193	115,656
Insurance taxes	28,352	130,890
Refunds of contributions	514,045	437,448
Total operating expenses	2,721,525	2,428,247
Operating gain (loss)	68,714	280,465
Non-operating revenues:		
Interest income	142,720	176,582
Net increase (decrease) in fair value of investments	(165,973)	35,501
Total non-operating revenues	(23,253)	212,083
Increase in net position	45,461	492,548
Net position, beginning of year	6,968,926	6,476,378
Net position, end of year	\$ 7,014,387	\$ 6,968,926

APPENDIX A

PROPOSER GUARANTEES

The proposer c	ertifies it can and	will provide and	l make available	e, as a minimum,	all services set
forth in Scope o	of Services.				

Signature of Official:
Name (typed):
Title:
Firm:
Date:

APPENDIX B

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Kansas laws with respect to foreign (non-state of Kansas) corporations.
- B. Proposer warrants that it is willing and able to obtain and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of KERIT.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:
Name (typed):
Title:
Firm:
Date:

APPENDIX C

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE FINANCIAL MANAGEMENT SERVICES

Consultant

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners		\$	\$	\$
Managers				
Supervisory Staff				
Staff				
Other (specify):				
Subtotal				
Out-of-pocket expenses:				
Mileage				
Postage				
Printing				
Other (specify):				
Total all inclusive				
maximum price for				
2023 (transition year)				\$
Estimated all inclusive				
maximum price for				
2024				\$
Estimated all inclusive				
maximum price for				
2025				\$
				,
Estimated all inclusive				
maximum price for				
2026				\$

APPENDIX D & E

FY 2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT

FY 2021 STATUTORY FINANCIAL REPORT

For these financial reports, see https://kerit.org/forms/