

COVID-19

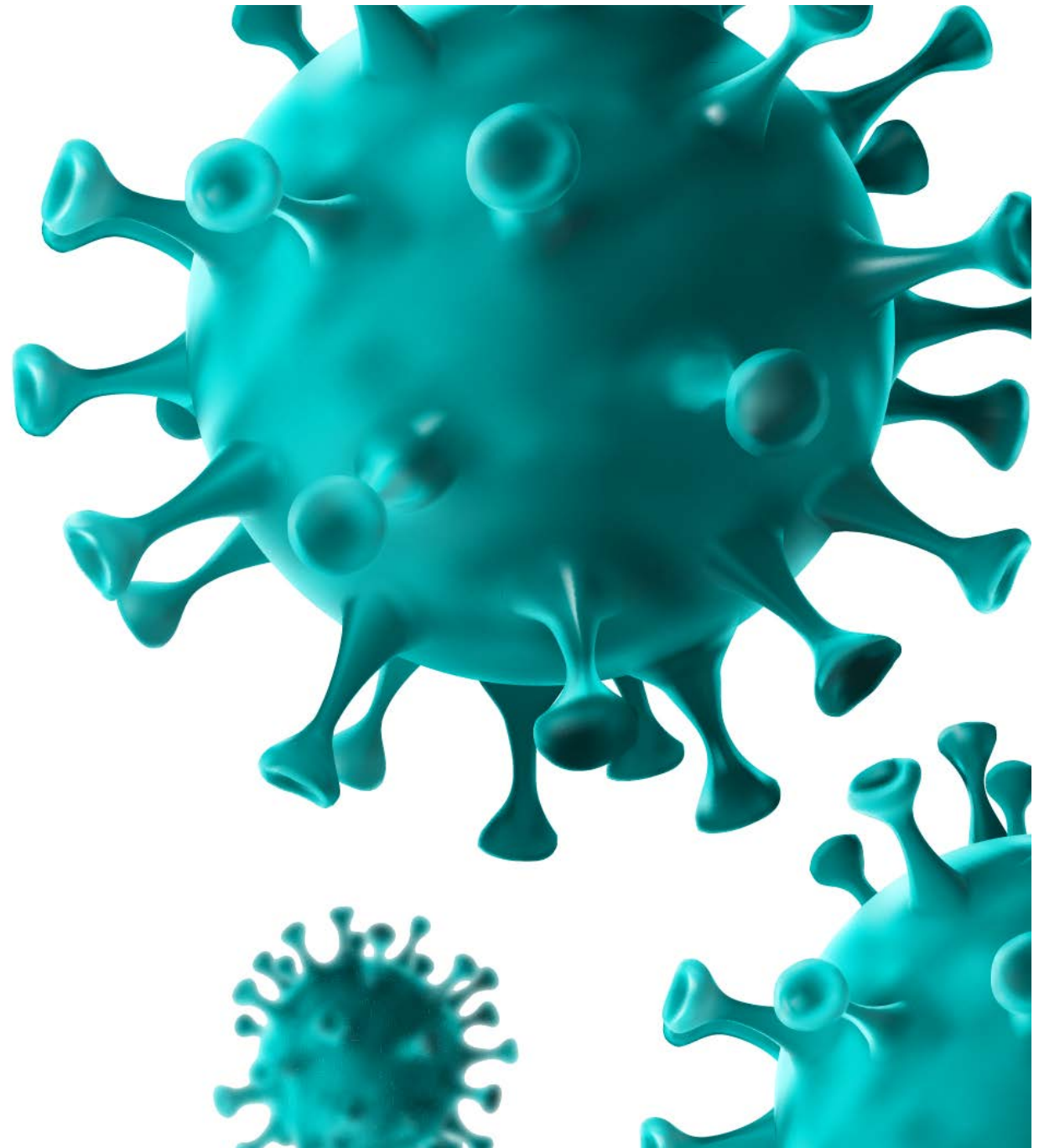
What Brokers Need to Know

with Frank Pennachio & Joy Justus

Brought to you by:



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- We will be sending the slides and the recording
- Use the Q&A box to ask questions
- Please participate in our polls

POLL QUESTION #1

Which best describes you?

POLL QUESTION #2

Which topics would you like to learn more about in our next event?

Today's Presenters



Frank Pennachio

Principal
Oceanus Partners
a ReSource Pro Company

- Insurance industry trainer, coach, and consultant
- Producer development specialist



Joy Justus

SVP, Customer Experience
ThinkHR

- 25 years experience in EB, P&C, and HR
- 10 years experience with ThinkHR in sales, marketing, and corporate development

Today's Topics

- How to identify and address emerging risks related to COVID-19
- How to protect and leverage employees' benefits during company shutdowns, furloughs, and layoffs
- How to address challenges with business income policies
- How to serve clients and grow your business in uncertain times
- Q&A





**EMPLOYEE
BENEFITS
BROKERS**

**PROPERTY
& CASUALTY
BROKERS**



First Things First



Remote Workers and Layoffs

Protect Employees' Health Plan Eligibility

COBRA or State
Continuation

Spouse's Plan

Public Exchange

Individual Options

Medicaid



Uncomfortable Conversations





Mental Health Risks

- On average, there are 132 suicides per day.
- 130 Americans die every day from an opioid overdose (95,630 every year).
- There are 10 million domestic abuse victims every year.



Employee Assistance Programs

Mental Health Parity

The Mental Health Parity and Addiction Equality Act (the Federal Parity Law) requires health plans to cover mental health and addiction benefits the same way they cover physical health.

How can you help assure your clients' employees' gain access to mental health support?



HIPAA Privacy

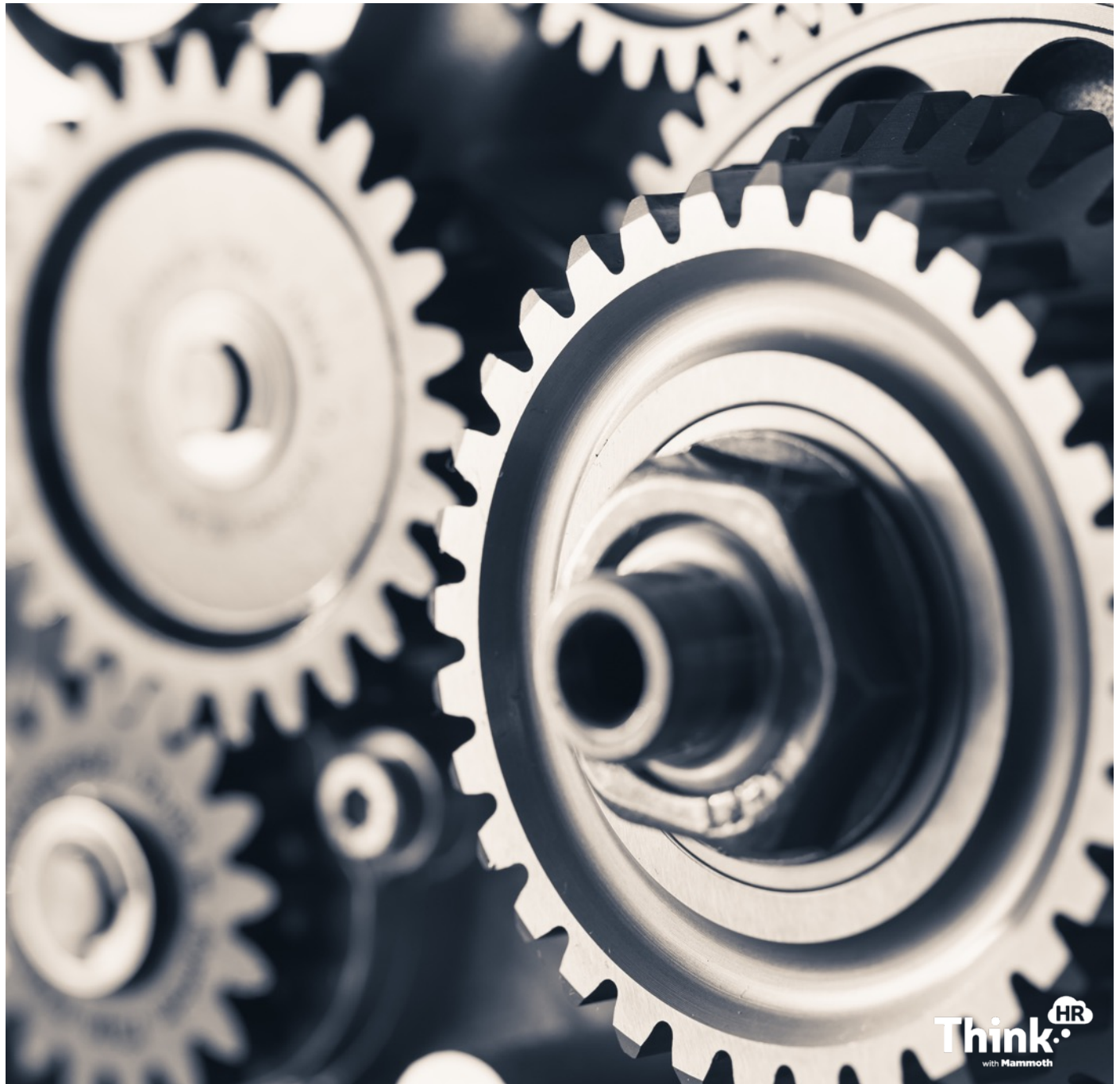


Under HIPAA the group health plan and the claims payor may disclose Personal Health Information:

- To persons at risk of contracting or spreading a disease or condition if state law authorizes the covered entity to notify such persons as necessary to prevent or control the spread of the disease or otherwise to carry out public health interventions or investigations

(45 CFR 164.512(b)(1)(iv))

Let's shift gears...



WORKING AT HOME

Workers' Compensation Risks



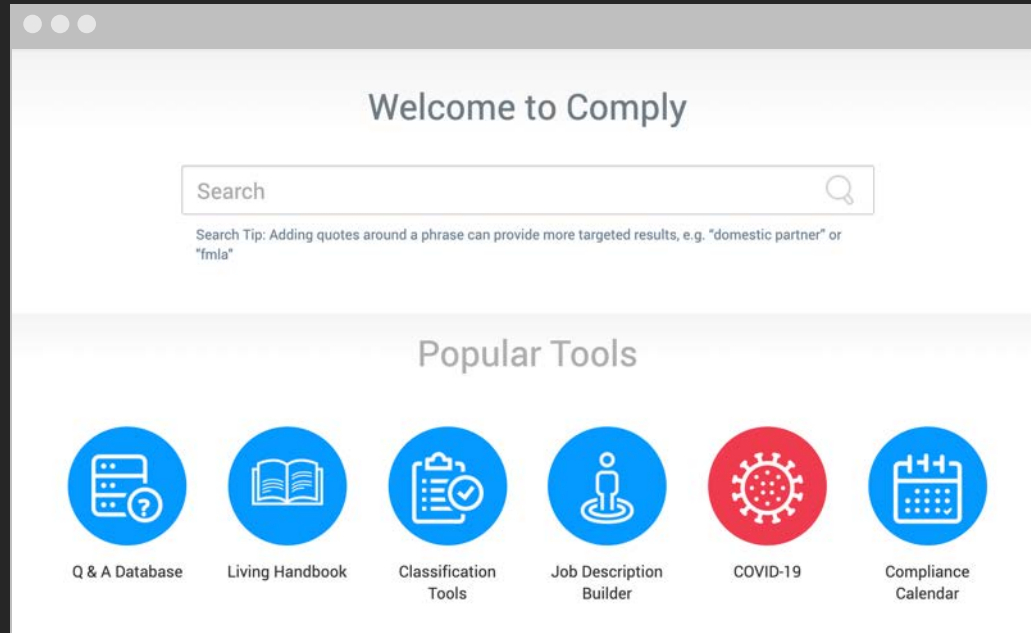


WORKING AT HOME

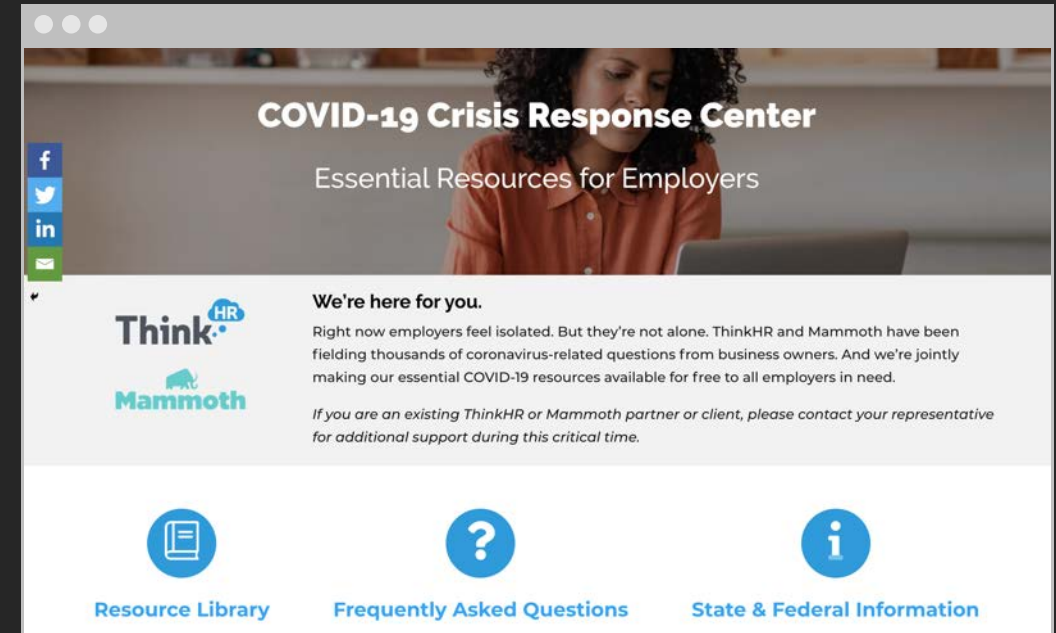
Workers' Compensation Risks

Guidelines and rulings are unclear about when remote workers are eligible for workers' compensation.

Essential Resources for Employers



COVID-19 Section in Comply



COVID-19 Crisis Response Center

COVID-19 Crisis Response Center

Resource Library

All Resources

Health and Safety in the Workplace

Making Working from Home Work

The FFCRA and Other Applicable Leaves

Furloughs and Layoffs




Webinar

COVID-19 HR Guidance and Best Practices Webinar



Blog Post

FFCRA and CARES Act Updates




File

Sample Communication to Employees (COVID-19 Infection in the Workplace)



Blog Post

Families First Coronavirus Response Act




File

Sample Emergency Paid Sick Leave Policy




Blog Post

FFCRA Payroll Tax Credit - Easing the Burden for Employers



File

Sample Emergency Family and Medical Leave Policy



File

Sample Work from Home Policy

Sample Work from Home Policy

WORK FROM HOME AGREEMENT

General Work Arrangements

This document specifies the terms and conditions of the Work from Home Agreement between [employee name] and [Company], beginning on [date] and ending on [date].

The days and hours when the employee is expected to be physically present in the workplace are [days] between the hours of [hours] and additional times designated by their supervisor.

1. The alternate work site is [address].
2. The days and hours when the employee is expected to work from home are [days] and [hours].
3. The employee's duties and responsibilities:
 - a. Will remain the same as when working at the regular Company worksite; OR
 - b. The specific duties and assignments authorized to be conducted at this alternate worksite are [duties].
4. Effective communication is essential for this arrangement to be successful. The employee agrees to remain accessible during designated work hours. The following methods and times of communicating are agreed upon: [contact methods, individuals, required frequency of communication, etc.].
5. The Company may terminate this agreement at any time, without notice, for any reason or no reason at all.

Policies and Procedures

1. All applicable Employee Handbook policies apply.
2. All employees must track and record their hours worked in the same manner required as when working at the regular Company worksite.
3. Nonexempt employees:
 - a. Break and rest periods must be taken as required by law and/or Company policy.
 - b. Requests to work overtime or to use sick leave, vacation, or other leave must be approved by the employee's supervisor in the same manner as required when working at the regular Company worksite.
4. The employee agrees to and understands that all obligations, responsibilities, terms, and conditions of employment with the Company remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.

Safety, Equipment, and Information Security

1. The employee agrees to maintain a work environment that is ergonomically sound, clean, safe, and free of obstructions and hazardous situations.
2. The employee agrees to use Company-owned equipment, records, and materials for Company business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is recorded, the locations where the information is stored, the systems used to process the information, or the processes by which the information is handled.
3. The employee agrees to report to the Company any instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.

WORK FROM HOME AGREEMENT

4. The employee agrees to allow electronic and/or physical access to their remote worksite for purposes of assessing safety, property maintenance, and security methods, as well as job performance.
5. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the Company harmless for injury to others at the alternate work site.

Equipment, Furniture, and Supplies

1. The employee agrees that the following equipment, furniture, services (e.g., telephone, internet connection, etc.) and/or supplies will be supplied by the Company: [items provided and details of purchase, pick-up, delivery, set-up, maintenance, etc.].
2. The employee understands that all equipment, records, and materials provided by the Company remain the property of the Company.
3. The employee agrees to return Company equipment, records, and materials within five business days of termination of this agreement.
4. Upon request, any Company-issued equipment must be returned to the Company by the employee for inspection, repair, replacement, or repossession within five business days.
5. All equipment, furniture, and/or supplies not listed in item one will be supplied and maintained by the employee.
6. The employee understands that their personal vehicle will not be used for Company business unless specifically authorized by the Company.

Taxes and Zoning Regulations

The employee understands that they are responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

Employee Acknowledgment

I have read and understand this Work from Home Agreement. I understand that violations of this agreement may result in disciplinary action up to and including termination of employment.

Employee Signature: _____

Employee's Name (print): _____ Date: _____

Representative Signature: _____

Representative's Name (print): _____ Date: _____

WORKING AT HOME

Workers' Compensation Risks

What is an injury that "arises out of employment?"

For example, a remote worker trips over the dog on the way to the printer.





WORKING AT HOME

Workers' Compensation Risks

Want to avoid "24-Hour"
Accident Coverage

WORKING AT HOME

Workers' Compensation Risks

Employers need to offer
ergonomic support



OSHA Issues

OSHA Issues

OSHA will not conduct inspections of employees' home offices.





OSHA Issues

OSHA will not hold employers responsible for employees' home offices and does not expect employers to inspect the home offices of their employees.

OSHA Issues

If OSHA receives a complaint about a home office, the complainant will be advised of OSHA's policy.



Business Income Coverage



Business Income Coverage

...Property Damage Caused
by a Covered Cause of Loss



Business Income Coverage

Should You File the Claim(s)?



Business Income



Contingent Business
Income

Business Income Coverage

Virus Exclusion

Most standard commercial property policies include the “exclusion of loss due to the virus or bacteria” endorsement.



Business Income Coverage

Virus Exclusion

Therefore, even if coverage was otherwise triggered under the insuring agreement, this endorsement will most likely exclude any damages due to the coronavirus.





Risk Management

Chicago restaurants, theaters sue for coronavirus coverage

Gavin Souter

March 31, 2020



SHARE

- Agents & Brokers
- Claims Disputes
- Coronavirus
- More +



A group of Chicago-based restaurants and movie theaters sued their insurer

in federal court Friday seeking coverage for lost revenue due to forced closures during the coronavirus pandemic.

The policyholders argue that their coverage with Society Insurance Co., a specialty mutual insurer in Fond du Lac, Wisconsin, includes business interruption cover for revenue lost due to government-ordered

Most Read in Risk Management

1. N.Y. introduces bill on pandemic-related business interruption claims
2. Chicago restaurants, theaters sue for coronavirus coverage
3. Marsh unit buys rival Assurance

Pandemic "Backstop"

Empathetic Prospecting

The “We can save you money” pitch is “tone deaf”.



Empathetic Prospecting

Get comfortable with
virtual meetings.





Empathetic Prospecting

Communication



Video
(Facial Expressions)



Telephone
(Voice Tonality)



Email

YIKES!

Empathetic Prospecting

Offer assistance





Empathetic Prospecting


Communication Plans

How are employers going to stay in touch with remote workers?

Empathetic Prospecting

Content

Offer insights and
updates



CONTENT IS KING



Empathetic Prospecting

Offer solutions to known problems.

Offer Assistance



Employee Benefits



Workers' Compensation



Cybersecurity



Business Income

People Risk Management from ThinkHR



Comply

An extensive resource library to navigate HR, compliance, safety, and people risk management issues.



Live

Access to senior, certified advisors for your HR and compliance questions.



Learn

A learning management system to deliver training on a variety of topics.

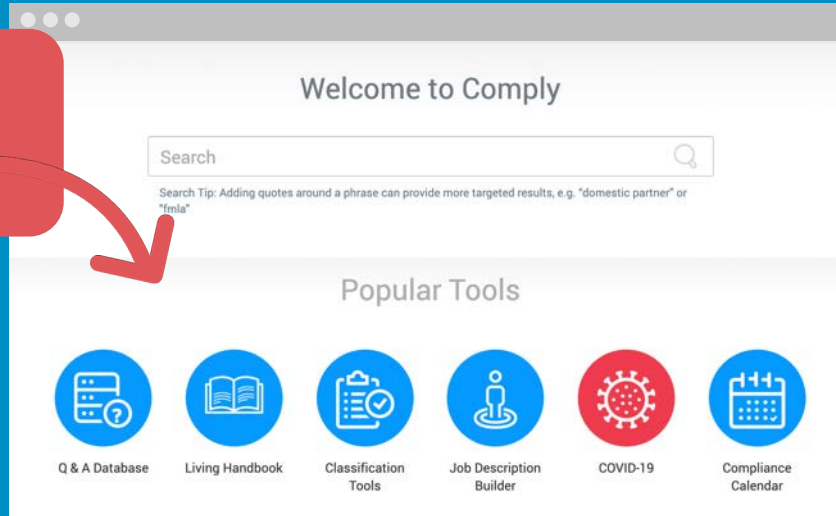


Insight

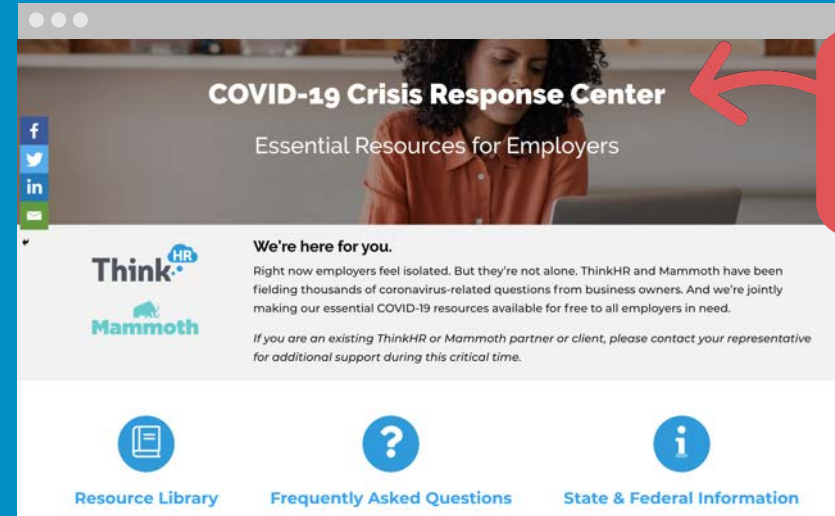
Webinars and communications providing compliance news, expert analysis, and legislative updates.

Real Time COVID-19 Resources from ThinkHR

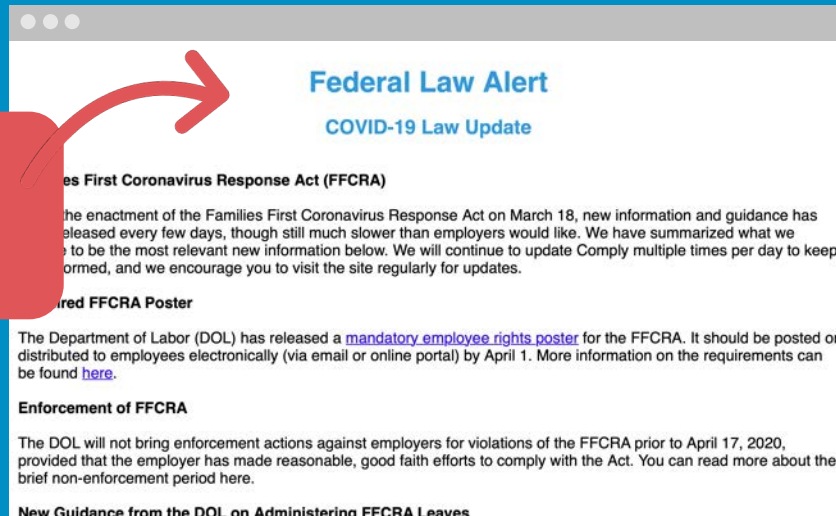
COVID-19
Section in
Comply



Crisis
Response
Center



COVID-19
Email Alerts



COVID-19
Update
Webinars



POLL QUESTION #3

Can we help you access
more COVID-19 resources?

Q&A



Thank you.

