

AGREEMENT BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
AND
AON CONSULTING, INC.

This Agreement is made this ____ day of, _____ 2016, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter referred to as the "Board" or "District" or "Client") and AON CONSULTING, INC., a New Jersey corporation, authorized to do business in the State of Florida, with offices located at 7650 W. Courtney Campbell Causeway, Suite 1000, Tampa, Florida 33607 (hereinafter referred to as the "Consultant" or "Aon Hewitt"), to provide professional consulting services to the Board.

1. TERM OF AGREEMENT AND CANCELLATION. This Agreement shall govern services rendered since and thereafter January 1, 2017, through December 31, 2020, when the terms of this Agreement shall end. This Agreement may be cancelled by the Board with or without cause, upon ninety (90) days written notice. The Consultant acknowledges that should the Board elect to change consultants, the Consultant is obligated beyond the term of this Agreement to continue to act as the Agent of Record and represent the Board until policies placed by the Consultant expire on December 31 of the year in which the Consultant is changed by the Board, or to a date agreed to by both parties.

2. SERVICES. Services to be Provided: The Consultant's services pursuant to this Agreement shall include, but not necessarily be limited to the following and those detailed in Exhibit B attached hereto and made a part hereof:

A. Broker & Consulting Services.

- (1) At the Board's request, prepare bid specifications and solicit proposals from insurance carriers that specialize in group health and welfare plans. Evaluate bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report results to the Board's Risk Management Department and District Bargaining Committees.
- (2) Assist the District in administering all group insurance plans (active and retirees), responding to questions from and providing information to staff, and providing other consulting services during the course of the plan year.
- (3) Assist the District in complying with federal, state and local laws and regulations related to employee benefits, COBRA, HIPAA, FMLA as it relates to benefit administration, GASB reporting (Year 2017 only), Section 125, Medicare Part D, Health Care Reform legislation (PPACA), and other benefit related issues as necessary.

- (4) Review claims experience, claims services, and claims administration, including benefit technology solutions, to ensure maximum benefit to the District.
- (5) Determine and recommend the most economical funding methods for the benefit programs and strike a balance between cost and comprehensiveness of the programs.
- (6) Facilitate all benefit renewal negotiations with providers on all issues including premiums, benefit levels, plan design, and special terms and conditions. Assist in contract development and documentation.
- (7) Meet and provide reports to the District's Risk Management Department, Superintendent and various committees responsible for employee benefits. Meet with District staff as needed, assist with employee meetings, including focus groups, annual enrollment, and additional implementation meetings if necessary.
- (8) Research any new developments in the law and employee benefit programs on an ongoing basis and submit summaries to the Board for review and discussion.
- (9) Analyze claims and demographic data and review and benchmark Board benefit programs against national, local and school district data. Present analysis to District staff as requested.
- (10) Identify opportunities to better manage health care costs, including but not limited to disease management, risk assessment, wellness initiatives, healthcare clinics, carve out programs and other methods to contain costs without compromising service.
- (11) Provide two seconded employees to assist with the District wellness initiative, to serve as a liaison between the broker, insurance carriers and the District, and to service benefit plans as needed. Services to be paid for via fee as set forth in Section 3. The terms and conditions of the secondment are set forth in Exhibit B.
- (12) Review all plan documents for accuracy and compliance with appropriate laws and regulations and file plan documents as required.
- (13) Negotiate claims and customer services issues with carriers on behalf of the District.

- (14) Provide actuarial services including the completion of annual budget projections, including for the self-funded medical plan; monthly Executive Medical Report to monitor the medical plan performance; set fully insured equivalent rates; determine impact of benefit changes; complete IBNR analysis; 112.08 calculation and filing; calculate PPACA fees including the Transitional Reinsurance Fee and PCORI fees; and complete Medicare D attestation.
- (15) Provide an Annual Stewardship Report and meet with Risk Management Team, Superintendent and various other committees.

B. Benefits Communication

- (1) Design and implement a sophisticated multi-channel annual communication strategy that:
 - a. Educates employees and retirees about the District's benefit programs;
 - b. Enhances employee appreciation and understanding of their benefits;
 - c. Encourages appropriate decision making when an employee enrolls (as a new hire and each year during open enrollment); and
 - d. Engages employees in the District's wellness initiatives.
- (2) Utilize a strategy incorporating multiple communication channels including print, multi-media, and electronic (web, social media, interactive files, etc.) and includes the following award-winning materials:
 - a. Prepare the District's employee BENEFlex Guide: 100-page comprehensive guide that offers detailed benefit information, delivered as an interactive PDF file and posted online by the District.
 - b. Prepare the Annual Enrollment newsletters and posters for employees;
 - c. Prepare retiree materials: Retiree BENEFlex guide for new retirees including the preparation of retiree kits and the Annual Enrollment newsletter;
 - d. Manage printing, fulfillment and delivery of employee materials to all District work sites and mailing the retiree Annual Enrollment newsletter;
 - e. Materials will be delivered by mutually agreed upon due date for timely distribution to client.
 - f. Up to 3 separate benefit related communication pieces per calendar year, including but not limited to new hire enrollment, retirement planning, pharmacy benefits, new benefit plan designs.

C. Benefits Plan Management

- (1) Assist with billing issues and other vendor problems.

- (2) Troubleshoot problem claims issues.
- (3) Coordinate with vendors to resolve issues on delivery, enrollment and other contract issues.
- (4) Negotiate/re-negotiate performance standards for carriers/suppliers annually, if applicable.
- (5) Prepare an annual stewardship report and performance review.
- (6) Aon Hewitt may subcontract with other vendors to evaluate and assist with elective benefit offers and face-to-face wellness education/enrollment meetings if necessary.
- (7) Conduct meetings as needed with carriers/suppliers to identify issues/problems and monitor performance of service and claims.

D. Compliance and Regulatory Support

- (1) Send bulletins on hot topics and legislative issues. National Aon Hewitt vendor liaisons to leverage Aon Hewitt's scale and facilitate key service and account management issues.
- (2) Benefits consulting team will have access to an Employee Benefits legal consultant to assist in answering compliance questions.
- (3) Upon request, provide additional information to assist in client's fulfillment of fiduciary duties.
- (4) Provide assistance in preparation of Section 125 Plan Document as needed.
- (5) Provide consulting to ensure compliance with Healthcare Reform and PPACA.

E. RFP Services

- (1) Prepare bid specifications and solicit proposals from insurance carriers that specialize in group insurance plans. Evaluate both the bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report all results to the Board's Risk Management Department and District Bargaining Committees.

F. Health Exchanges

- (1) Evaluate the viability of exchanges as it relates to Pinellas County Schools.

G. Data Analytics

- (1) Design 180
 - a. Implementation of a data analytic and reporting system
 - b. Reporting on medical, pharmacy, and medical conditions. To assist with strategic health and wellness plan.

H. Life Insurance and Assurant Disability Program Management

- (1) Consultant will provide support in the day-to-day management of disability vendor and resolve administrative issues; assist with claims and billing issues as requested, and conduct periodic meetings as necessary.
- (2) As directed by Board staff, Consultant will negotiate insurance vendor contracts, services and renewals with vendor, including meeting directly with insurance company underwriters.
- (3) Consultant will review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
- (4) Consultant will assist with managing life and disability programs.
- (5) Consultant will review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.
- (6) Consultant will provide day-to-day consultation on plan interpretation and problem resolution, including attendance at periodic meetings to facilitate and assist in the management of the Board's Disability Insurance Program.
- (7) Consultant will provide customer service and assistance with issues involving provider billing, advocacy for services, disputes, interpretation of services, etc.

3. COMPENSATION. Payment for Services and Fees: The annual Consultant's compensation for each year of this Agreement (January 1, 2017 – December 31, 2020) shall be paid for services as follows:

- A. Consulting and Communication Services: \$580,000 total paid through Commissions and Fees as follows:

- (1) Broker/Consulting Services described in Section 2:
 - a. Commissions:
 - i. 2017 -2020 - \$450,000 per year
 - b. Fee for services described in Exhibit B:
 - i. \$130,000 total direct payment – disbursed at the end of each quarter during years 2017 – 2020.
- (2) Benefits Communication paid through Commission referenced in 3.A.(1)a.: \$100,000

B. Payment for Services. Board will be responsible for direct payment of fees and costs for printing and distribution of Annual Enrollment materials (Guides and Videos) via separate invoicing. As Broker of Record, Consultant will receive commissions from select voluntary plans; however, commissions will not be received from the Board medical, vision, and Board life/AD&D plans and MetLife Dental plans. The proposed commission structure as provided to Consultant by the Board's insurers is shown on the table below:

Line of Coverage	Commission Level %
Medical Program – Humana	None
Employee Assistant Program – Corporate Care Works	None
Group Dental Humana CompBenefits	5.0% - 2017 3.0% -2018-2020
MetLife	None
Long-term Disability	10.0%
Short-term Disability/Hospital Income Protection – Assurant*	10.0%
Group Life/AD&D – Prudential Basic Life/AD&D Voluntary Life/AD&D	None 5.0%
Vision – EyeMed	None
Statutory Policy AD&D – Hartford	5.0%
Long Term Care – Metropolitan	10.0%
Auto/Home – Metropolitan	4.0%
Legal – Metropolitan (10% on 1 st \$500,000)	2.0%
Pet Insurance – Metropolitan	None

*Aon Hewitt will receive additional compensation from Assurant for performing the services detailed in Section H above.

Assuming no change to the commission levels shown, should Aon Hewitt’s Broker/Consulting commissions increase 10% or more above \$480,000 per year compensation will be reviewed and agreed upon between Aon Hewitt and Board’s administrative leadership.

C. Adjustments/Conditions.

- (1) Consultant shall provide the Board with an updated commission disclosure annually prior to binding of insurance programs. In the event the commission level change, as reference above, such change shall be subject to Board’s approval.
- (2) Consultant will receive commissions and fees as disclosed above and agreed to in writing by the Board. Where permitted by applicable law, these commissions and fees will be used for the purpose of delivering services to the Board’s Employee Benefit Program. Consultant will be responsible for the delivery of services described in this Agreement.
- (3) Consultant will provide an annual reconciliation of the services provided and the commissions and fees received. Each year, a project plan will be developed to determine how allocation of commissions will be utilized. If commissions received are greater than the specified in this Agreement, the

parties will mutually agree on other permissible services to be provided to Board's wellness and benefit programs in order to offset these amounts. Commissions must be used to offset permissible services provided in the year during which they are received.

- (4) Compensation may be adjusted pursuant to mutual written agreement of the parties to account for additional services rendered as a result of unforeseen events. We would work within a separate proposal, fee estimate and Letter of Engagement. Such services will be billed on a time and material basis monthly.
- (5) Consultant shall accept from insurers only permissible forms of compensation, which do not include contingent commissions. If Consultant's policy on contingent compensation changes, it will notify Board at that time.
- (6) Consultant will use its best efforts to negotiate placements for insurance programs on a net of (without) commission basis; however, it is not always possible or advisable to do so. In cases where a commission is paid to Consultant, Consultant shall credit the commission against its fees, when not prohibited by applicable law. Consultant shall advise the Board of all such commissions in writing prior to binding. If Consultant is required, for any reason, to return any commissions that were credited against the fee, the Board agrees to reimburse Consultant for this amount.
- (7) Consultant will disclose to the Board all marketing quotes, including any applicable commission rates, received prior to binding any coverage for insurance programs. The Board will also be provided, prior to binding, with an accounting of any amounts to be paid to Consultant, Consultant affiliates, and/or non-Consultant intermediaries if available, in connection with the coverages placed for the Board's insurance programs, including any fees, if applicable, paid to Consultant for services it provides to third parties. In addition, Consultant will annually provide the Board with a summary of all Consultant revenue applicable to insurance programs.
- (8) In some instances, insurance placements made by Consultant may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Consultant will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain the Board's responsibility. Consultant will invoice the Board for the amount of these taxes and fees.
- (9) Most Aon Hewitt placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon Hewitt does not guarantee the solvency of any insurer. The decision to accept or reject an insurer will be made solely by the Board and/or the Board's administrative leadership. Aon Hewitt and/or its affiliates may from time

to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom coverage may ultimately be placed. Further details concerning Aon Hewitt's relationship with insurance carriers can be found at <http://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship.jsp>.

4. NON-ASSIGNMENT. There shall be no assignment of this Agreement or compensation derived there from by the Consultant without the prior written consent of the Board, except a party may assign its rights and obligations to an affiliate entity of the assigning party.
5. NON-WAIVER. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as waiver of any other provision or a continuing waiver or such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
6. GOVERNING STATE LAW/SEVERABILITY/VENUE. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. The parties agree that with respect to litigation, which shall result from this Agreement, venue shall lie in Pinellas County, Florida, if a state court action, and in the U.S. District Court for the Middle District of Florida, if a federal court action and the prevailing party shall be entitled to attorney's fees and court costs.
7. INDEMNIFICATION. Subject to the limitations of liability detailed in Section 8 of Exhibit A, the Consultant hereby agrees to hold harmless, indemnify, and defend the Board, its agents, employees and elected officials free and harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, negligent act, omission or fault of Consultant or anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this contract, unless due to Board's negligence. Indemnification for acts and omissions occurring during the term of this Agreement shall survive the term of the Agreement whether such term expires by passage of time or is terminated. In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

8. INSURANCE. The Consultant must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000. The Consultant shall add the Board as an additional insured on the general liability coverage. The insurance shall cover all of the Consultant's services under this Agreement and shall be effective throughout the term of this Agreement, as well as any renewals or extensions thereto. The Consultant must submit a Certificate of Insurance indicating the required coverage and shall present the same to the Board upon execution of this Agreement. Any and all insurance policies shall be through insurers qualified to do business in Florida.

9. MISCELLANEOUS.
 - A. Consultant agrees that all books, records, lists of names, journals, ledgers and other recorded information developed specifically in connection with the administration of the Board shall always be and remain the property of the Board. Subject to Section 119.07, F.S., and other applicable law, Consultant agrees to keep all such material confidential and not to reproduce, disclose or disseminate the material or the information contained therein to third parties without the prior written consent of the Board. Upon termination of this Agreement for any reason, Consultant shall immediately return all such material and any copies thereof, to the Board.
 - B. Consultant may engage subcontractors to perform certain of the services under this Agreement provided Consultant obtains the prior approval of the Board, through the Superintendent or designee, which approval shall not be unreasonably withheld. Consultant shall remain liable to the Board for all services provided by subcontractors.
 - C. The Board shall report and communicate in writing to Consultant changes in exposures, loss-related data and other material change during the course of this Agreement.
 - D. Consultant and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom Board coverage may ultimately be placed. All such relationships shall be fully disclosed in advance in writing to the Board.
 - E. The services and work product provided by Aon Hewitt hereunder are provided for the Board's exclusive use, to be used solely for The Board's internal business purposes; they are not intended to be used or relied upon by third parties.

- F. Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the contractor to comply with these provisions, if applicable shall constitute a default and material breach of this agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statute.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOLLY MANNING, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701,

x 2021, 2929 county road 193, CLEARWATER, FL 33759,
manningsh@pcsb.org.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant hereunder. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which is not expressed herein, shall be binding. Except as otherwise provided in this Agreement, all changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions, and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each party hereto.
11. ADDITIONAL TERMS AND CONDITIONS. The parties agree to the General Business Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A. To the extent the terms of Exhibit A conflict with the terms of this Agreement absent Exhibit A, the terms of this Agreement absent Exhibit A will control. The parties further agree to the Secondment Terms and Conditions, which are attached hereto and incorporated herein as Exhibit B. To the extent the terms of Exhibit B conflict with the terms of this Agreement, the terms of Exhibit B will control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned officers, duly authorized, effective as of the day and year first above written.

The School Board of Pinellas County, Florida

Aon Consulting, Inc.

By: _____
Peggy L. O'Shea, Chairperson

By: Ben Jia

Attest: _____
Dr. Michael A. Grego, Superintendent

Its: UP - Legal

Approved as to form:

David Koperski
David Koperski, School Board Attorney

Exhibit A: General Terms and Conditions

1. Fees and Expenses

- (a) Fees for Services shall be charged in accordance with the appropriate Schedules or with another mutually agreeable writing detailing the Services or, if no Schedule or other writing applies, fees will be determined on a time and materials basis in accordance with Aon Hewitt's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required. Such fees will be mutually agreed upon in advance of services provided.
- (b) Fees and expenses are due and payable within forty-five days of the invoice date. See Section 28.74(2) F.S. Client will promptly notify Aon Hewitt of any questions regarding invoices so that Aon Hewitt can expect timely payment. At nine percent (9%) per year will accrue after the invoice due date until payment is received. A late charge of the lesser of (i) 1.5% or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

2. Additional Services and/or Change in Services

Client may, at any time, request additions and/or changes to the Services. Such additions and/or changes, including any fees or fee adjustments related to such additions and/or changes, shall be confirmed between the parties and may be documented with a Schedule, an amended Schedule, or other mutually agreeable writing.

3. Term and Termination

- (a) This Agreement shall commence on the Effective Date set forth above and shall continue until terminated by either party as provided in Section 3(b) or Section 3(c). For purposes of this Agreement, "Year" means the twelve (12) month period commencing on the Effective Date set forth above and each anniversary thereafter. Services under a particular Schedule shall commence as of the date indicated on the Schedule and shall continue for the period stated in such Schedule or until terminated by either party as provided in Section 3(b) or Section 3(c).
- (b) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for convenience at any time upon ninety (90) days prior written notice to the other party.
- (c) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for cause upon thirty (30) days prior written notice to the other party, provided that such other party shall have the opportunity to cure any breach within such thirty (30) days.
- (d) Upon the effective date of termination, Client will pay Aon Hewitt for all fees and expenses due hereunder in connection with the terminated Services through the effective date of termination including any unpaid Service implementation fees or expenses and any mutually agreed upon transition assistance extending beyond such termination.
- (e) Completion or termination of any Schedule or Service under this Agreement shall not constitute termination of this Agreement, it being the intent of both parties to leave this Agreement in effect until terminated as specified herein. Each Schedule shall terminate

upon the earlier of its termination date or the termination date of this Agreement, provided however, if the term of a Schedule extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such Schedule until such Schedule's termination or expiration date.

4. Delays

Neither party will be in breach of this Agreement or any Schedule as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others, telephone system, or Internet service provider or other utility outages, equipment malfunctions, computer downtime, and similar occurrences outside the control of the party as long as such party is diligently attempting to correct the cause of the delay. During any such delay in performance, the delayed party will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay has ended or failure has been corrected.

5. Ownership and Control of Data and Work Product

- (a) Aon Hewitt has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("Aon Hewitt Information").
- (b) All right, title and interest in and to any data, information and other materials furnished to Aon Hewitt by Client hereunder ("Client Information") are and shall remain Client's sole and exclusive property. Client grants to Aon Hewitt a license to use such Client Information to provide the Services. Except as provided below, upon full and final payment to Aon Hewitt hereunder, any Aon Hewitt work product which the parties expressly agree is created solely and exclusively to be owned by Client (the "Deliverables"), if any, shall become the property of Client. To the extent that any Aon Hewitt Information is contained in any of the Deliverables, subject to the terms of this Agreement, Aon Hewitt hereby grants to Client a paid-up, royalty-free, nonexclusive license to use such Aon Hewitt Information solely for Client's internal use in connection with the Deliverables.
- (c) To the extent that Aon Hewitt utilizes any of its property, including, without limitation, the Aon Hewitt Information, in connection with the performance of Services, such property shall remain the property of Aon Hewitt and, except for the limited license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Client will honor Aon Hewitt copyrights, patents, and trademarks relating to Services, Deliverables and Aon Hewitt Information, and will not use Aon Hewitt's name or other intellectual property without Aon Hewitt's prior written consent.

- (d) Provided that Client promptly notifies Aon Hewitt of a claim that the Aon Hewitt Information infringes a presently issued U.S. patent or copyright, Aon Hewitt will defend such claim at its expense and will indemnify Client for any costs and damages that may be awarded against Client in connection with such claim. Aon Hewitt will not indemnify Client, however, if the claim of infringement results from (i) use of other than the most recent version of the Aon Hewitt Information made available to Client by Aon Hewitt; (ii) Client's alteration of the Aon Hewitt Information; (iii) use of any Aon Hewitt Information in combination with other software not provided by Aon Hewitt; or (iv) improper use of Aon Hewitt Information.
- (e) Nothing contained in this Agreement will prohibit Aon Hewitt from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

6. Confidentiality

- (a) For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement (including any Schedules); (ii) Client Information; (iii) Aon Hewitt Information; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.
- (b) Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees who have a need to know the Confidential Information of the other party will receive such Confidential Information. No party will disclose the other party's Confidential Information to a third party, unless such is required by Florida law, without the prior written consent of the other party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, except that Aon Hewitt may use Client's Confidential Information in combination with other data, including the disclosure of such information to third parties, provided that no such Client Confidential Information is identifiable by Client or Client employee and that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Aon Hewitt may also disclose Client's Confidential Information to any subcontractor or, as instructed by Client, to any other third party providing services to Client under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. Aon Hewitt may retain a copy of all Client Confidential Information for archival purposes.
- (c) Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired

or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.

- (d) The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice of such requirement to the disclosing party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts.

7. Representations and Responsibilities

- (a) Aon Hewitt represents that it: (i) shall, at all times during the term of this Agreement, remain in material compliance with all laws and regulations applicable to it as a service provider, including any required licenses, permits, or registrations, necessary for Aon Hewitt to be able to perform the Services; and (ii) has no outstanding commitment or agreement to which it is a party or legal impediment of any kind known to it which is likely to limit, restrict, or impair the rights granted to Client hereunder. If a potential conflict should arise, Aon Hewitt will discuss the situation with Client.
- (b) Client will submit to Aon Hewitt all Client Information in Client's control necessary for Aon Hewitt to perform the Services covered by this Agreement. The Services are not of a legal nature, and Aon Hewitt will in no event give, or be required to give, any legal opinion or provide legal representation to Client. Client will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon Hewitt. Client agrees to notify Aon Hewitt as soon as possible of any problems or errors in Client Information submitted. Services performed by Aon Hewitt in correcting such problems or errors are additional services for which additional fees will be payable.
- (c) Aon Hewitt is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Aon has no discretion with respect to the management or administration of Client's employee benefit plans, and/or control or authority over any assets of Client's employee benefit plans, including the investment of those assets. All such discretion and control remain with Client and other fiduciaries to Client's employee benefit plans.

8. Liability/Indemnification

- (a) Aon Hewitt will correct its work product without additional charge if any errors or omissions occur in its work. Aon Hewitt shall indemnify and hold Client harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "Losses") arising from Aon Hewitt's failure to comply with the applicable terms and conditions of this Agreement or whether arising during or after completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, negligent act, omission or fault of the Consultant or anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this contract,

unless due to Board's negligence (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise):

- (i) for all Losses arising from Services performed in a particular Year, in an amount not to exceed one million dollars (\$1,000,000), and,
 - (ii) without regard to the limitations of Section 8(a)(i), for Losses arising from (aa) Aon Hewitt's willful, fraudulent or criminal misconduct, (bb) bodily injury, including death, or damage to personal or real property, (cc) infringement by Aon Hewitt Information pursuant to Section 5(d) hereof, and (dd) Aon Hewitt's breach of its confidentiality obligations set forth in Section 6 hereof. Any claim under this Section 8(a) must be asserted before the date that is three (3) years following the act or omission giving rise to the claim.
- (b) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.
- (c) Notwithstanding the foregoing, as applicable to the Client and the Services, Aon Hewitt will not be liable to Client for any amounts for which Client or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by Aon Hewitt, including interest adjustments. Each of Aon Hewitt and Client agrees to use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with this Agreement.

9. Dispute Resolution

Except as provided in Section 12(h), the following procedures shall be used in the event of any dispute or controversy arising out of or relating to this Agreement. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

- (a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice, the party receiving the notice shall submit to the other a written response.
- (b) Within thirty (30) days after delivery of the notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion.

- (c) If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if the parties fail to meet within thirty (30) days, the dispute shall be referred to more senior executives who have authority to settle the dispute and who shall likewise meet in an attempt to resolve the matter in dispute. If the matter has not been resolved within thirty (30) days after it has been referred to the more senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, either party may seek alternative legal remedies as it deems appropriate.

10. Insurance/Indemnity

- (a) Coverage. Aon Hewitt shall maintain, at all times during the term of this Agreement, the following minimum insurance coverages and limits:
 - (i) Workers' Compensation and related insurance as prescribed by the law of the state in which the Services are to be performed;
 - (ii) General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - (iii) Professional Liability in the amount of \$1,000,000 per occurrence and in the aggregate.
- (b) Best Rating. Aon Hewitt will place such insurance with carriers possessing a B+VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11. Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Aon Hewitt and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except a party may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with the assigning party.

12. Miscellaneous

- (a) The headings used herein are for convenience only and will not affect the interpretation of this Agreement.
- (b) This Agreement has been entered into for the sole benefit of Client and Aon Hewitt, and in no event will any third-party benefits or obligations be created thereby.
- (c) This Agreement and any Schedule hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the Schedule.
- (d) The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement. Aon Hewitt personnel will remain Aon Hewitt's employees for all purposes, including, but not limited to, determining responsibility for all payroll-related obligations.

- (e) Aon Hewitt may enter into subcontracts to perform a portion of the Services under this Agreement provided that Aon Hewitt shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by Aon Hewitt.
- (f) Aon Hewitt may include Client and its trademarks and logos on Aon Hewitt's customer lists, proposals and other communications not intended for general distribution.
- (g) It is expressly understood and agreed that the obligations of Sections 5, 6, 8, 9, 11, and 12 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.
- (h) Both parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any action to construe or enforce this Agreement or any portion thereof, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.
- (i) If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
- (j) This Agreement is subject to OFAC compliance (i.e., the laws and regulations enforced by the United States Office of Foreign Assets Control and each party's compliance policies relating thereto). Since Aon Hewitt can be held accountable under such laws and regulations in connection with its provision of the Services, Client confirms that it will screen against OFAC's list of Specially Designated Nationals and Blocked Persons those parties with whom Aon Hewitt will interact at Client's direction in providing the Services (e.g., Client's employees, participants, other vendors, etc.). If a possible match is identified as a result of a screen, Client shall notify Aon Hewitt, and the parties will cooperate with each other in resolving the matter (which may include adjustments to the Services or regulatory notifications).
- (k) This Agreement, including any Schedules and the materials incorporated herein from time to time, constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof (including the subject matter of such Schedules). For the avoidance of doubt, this Agreement also supersedes the terms and conditions in any purchase order, engagement letter or general consulting services agreement between Aon Hewitt and Client. For the avoidance of doubt, the effective date of each Schedule shall be set forth therein. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

EXHIBIT B—TERMS AND CONDITIONS FOR SECONDMENT

1. Term. The term of the Secondment (“Term”) shall commence on January 1, 2017 and shall terminate one year later, or upon mutual agreement, or as otherwise provided for in the Agreement.
2. Services. Upon the terms and subject to the conditions of this Agreement, Aon Hewitt shall make available to Client the services of a combination of Aon Hewitt’s personnel identified in Exhibit B-1 and Exhibit B-2, which are attached hereto (such Aon Hewitt personnel, the “DP” or “Designated Personnel”), provided such period shall not extend beyond the expiration of the Term without the parties mutual agreement. For so long as the Designated Personnel are providing services hereunder, they shall perform such professional services as Client shall from time-to-time reasonably request. Client acknowledges and agrees that Designated Personnel must attend two in person meetings at the Aon Hewitt Tampa, Florida office each month.
3. Secondment Fee. In consideration of Aon Hewitt making available the Designated Personnel and the services performed by the Designated Personnel for Client, Client shall pay to Aon Hewitt a secondment fee specified in the Agreement. The foregoing secondment fee payable by Client to Aon Hewitt will not include any bonus or incentive compensation for the Designated Personnel. Client shall have no obligation to reimburse Aon Hewitt for payment by Aon Hewitt of any compensation and/or employee benefits other than the amounts set forth above including, without limitation, any amounts in respect of “overtime” or hours worked by the Designated Personnel.
4. Payroll/Employment Tax Obligations. Aon Hewitt represents and covenants that, with respect to any period in which the Designated Personnel does provide or has provided services to Client pursuant to the terms of this Agreement, it will withhold from, pay on behalf of, and pay with respect to, such Designated Personnel, in a timely manner, all payroll and other employment taxes as and to the extent required by applicable statute, law, rule or regulation to be so withheld and paid by Aon Hewitt.
5. Employee Benefit Plans. During the Term, Aon Hewitt will make available to, and provide to, the Designated Personnel the employee benefits plans and benefits it provides to other Aon Hewitt employees generally.
6. Acts of the Designated Personnel. During the Term of Services for Client, DP will work closely with the Client to perform the duties listed in Exhibit B-1 and Exhibit B-2. These duties include, but are not limited to the day-to-day administrative support for the life and disability vendor, assistance with claims and billing issues, and attending periodic meetings as necessary. Representatives will provide customer service and assistance with issues involving provider billing, advocacy for services, disputes, interpretation of services, etc. Representatives will act as a liaison for district personnel and Aon Hewitt’s broker and consulting responsibilities, including Benefit Communications.

7. Confidentiality. Aon Hewitt acknowledges that the nature of the services will permit it and the Designated Personnel to have access to certain information howsoever obtained, whether written or oral or in any other form, which is not available to the general public concerning Client, their respective clients and customers and third parties with whom any of the aforesaid persons may have business or other dealings (collectively, "Confidential Information"). Aon Hewitt will not disclose or use, directly or indirectly, at any time, any Confidential Information unless such disclosure or use is a) strictly necessary for the purpose of performing the services or is expressly authorized in writing by Client; or b) required by law or by any governmental or other regulatory authority, in which event Aon Hewitt shall inform Client in writing of the reasons why such Confidential Information is required as soon as possible prior to such disclosure and shall comply with Client's reasonable requests concerning resistance to such requirement or limiting the nature and extent of any disclosure made. Aon Hewitt and Designated Personnel will take all steps reasonably necessary in order to protect the confidentiality of the Confidential Information and prevent any unauthorized use or disclosure of the Confidential Information.
8. Indemnification. Aon Hewitt will not be liable for the acts, omissions or errors of judgment (whether or not negligent or otherwise actionable) arising from the Designated Personnel's duties performed during the Term that are specifically requested by Client as part of the services and that would not otherwise have been performed by Designated Personnel as part of this Agreement. Client agrees to indemnify and keep indemnified Aon Hewitt against all losses, liabilities, claims, actions, proceedings, demands, charges, costs or expenses suffered or incurred by Aon Hewitt arising out of or in any way in connection with the secondment that is attributable to Client's negligence, gross negligence, willful act or omission, or other wrongdoing; such indemnification shall be limited by the dollar limitations and defenses contained in Section 768.28, F.S.
9. Obligations in respect of Pre-Term Services. Any amounts payable by Client to Aon Hewitt pursuant to this Agreement shall relate solely to the services provided by the Designated Personnel to Client during the Term and Client shall not be responsible or liable for any wages, benefits (including without limitation, any accrued sick, holiday or vacation time or accrued by unfunded 401(k) profit-sharing or pension obligations), bonuses, or taxes earned by, accrued for or otherwise attributable to any work performed by the Designated Personnel prior to the commencement of the Term or in services of any person or entity other than Client.
10. Status of Designated Personnel; Non-Solicitation. The Designated Personnel are and shall remain, for all purposes, employees of Aon Hewitt.
11. Health & Safety. In order to comply with relevant health and safety legislation, for the duration of the Secondment, Client has a duty of care to ensure the health, safety and wellbeing of the Designated Personnel. Client shall maintain suitable general liability insurance for the duration of the Secondment. Any equipment provided must be suitable and sufficient such as workstation and chair in compliance with local health & safety regulations.

EXHIBIT B-1

Name: Leslie D Viéns

Location: Tampa

Title: Consultant

Responsibilities: On-site Benefits/Wellness Consultant

- **Vendor Management:** Act as primary vendor contact for dental, vision, disability, life, AD&D, EAP and voluntary benefits. Work closely with the main client contact and benefits staff for all carrier escalated administrative, billing and service issues. Assist the Aon H&B team with obtaining and negotiating renewals. Work closely with the life and disability carriers to submit and track applications for evidence of insurability maintaining a spreadsheet for the client. Follow up with client and vendor requests as needed.
- **Wellness Consulting:** Assist the school district in developing and implementing their wellness strategy,
 - .
 - Coordinate with external partners to present outside programs as part of the strategy, and review overall wellness results.
- **Communications:** Project manage the annual enrollment communication process including the following:
 - Provide benefit program edits to the communications team based on negotiated renewals or RFP results.
 - Perform an initial review of draft materials to ensure all benefit program edits have been included prior to presentation to the client. Includes videos, active/retiree benefit guides, active/retiree enrollment newsletters.
 - As provided by the client, pass on client site information and counts for fulfillment and delivery by the communications practice.
 - As needed, assist with annual enrollment meeting presentations.
- As an H&B team member, participate in carrier meetings, financial meetings, and Board presentations.

EXHIBIT B-2

Name: Linda Bretherton

Location: Tampa

Title: Benefit Specialist

Responsibilities: On-site Disability and Benefit Specialist

- Works six (6) hours per day, five (5) days per week.
- Vendor Management: Performs disability vendor management, including the following:
 - Carrier follow up
 - Problem resolution
 - Employee questions
 - Coordination of claims forms
 - Escalated claims issues
- Tracks new enrollees with carrier follow up for approvals/denials.
- Explains the STD and LTD benefits to new enrollees and answers disability benefit plan questions.
- Assists employees with questions regarding the completion of enrollment and claims forms.
- Participates in Aon training and compliance meetings.
- Work closely with the main client contact and benefits staff for carrier escalated administrative, billing and service issues.
- Coordinates with the H&B client team, as needed.