



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

January 21, 2014

Mr. Jeff Jinks
AON Hewitt
7650 West Courtney Campbell Causeway, Suite 1000
Tampa, FL 33607

SUBJECT: CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT
AND ACTUARIAL AUDITOR

ENCLOSURE (1): Executed Copy of Service Provider Agreement
ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Jinks:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Employees Insurance Benefits Consultant and Actuarial Auditor".

The Contract No. is **6680** and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan
Procurement Manager

C: Financeonbase@leeclerk.org
Lynne Peterson
Project File

C-6680

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this **22nd** day of **October, 2013**, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **Aon Consulting, Inc., doing business as Aon Benefits & Insurance Services, Inc.**, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as **CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR**, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated October 22, 2013, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, negligence and breach of this Agreement. PROVIDER'S liability shall be limited to three times the amount paid by the COUNTY to PROVIDER pursuant to this Agreement

except such limitation shall not apply to claims, suits, judgments or damages, losses and expenses arising from (a) PROVIDER'S willful, fraudulent or criminal conduct, (b) PROVIDER'S gross negligence, (c) bodily injury, including death, or damage to real or personal property, or (d) PROVIDER'S breach of Section 3.6 herein. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated October 22 2013, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated October 22, 2013, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated 2003, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

- (A) The name and type of policy and coverage's provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage.
- (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents. PROVIDER shall retain all ownership rights to its pre-existing and developed intellectual property and any derivatives thereof.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated October 22, 2013.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated October 22, 2013.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated October 22, 2013.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated October 22, 2013.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated October 22, 2013.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated October 22, 2013.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Human Resources

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Aon Benefits & Insurance Services, Inc. aka Aon Consulting, Inc.
7650 West Courtney Campbell Causeway, Suite 1000
Tampa, FL 33607
Phone/Fax: 813.636.3556/813.636.3010
Attention: Jeff Jinks
Email : jeff.jinks@aonhewitt.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

BY: Buck W. White
Deputy Clerk

COUNTY: LEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

BY: Brian Hamman
Vice Chair Brian Hamman

DATE: 1-17-14

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office

AON CONSULTING INC, D/B/A
AON BENEFITS & INSURANCE SERVICES,
INC.

Firm

BY: [Signature]
(Authorized Signature)

Brian M. Fern, VP Legal
(Printed Name & Title)

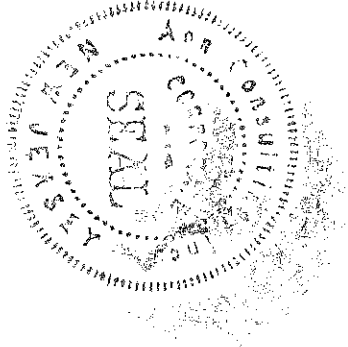
DATE: 12/06/13



Camela Kalinowski
(Witness)

B. Bransky
(Witness)

CORPORATE SEAL:



Date: October 22, 2013

SCOPE OF SERVICES

for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

Basic Services for Employee Insurance Benefits Consultant

1. Advise the County on the most responsible process for the purchase and administration of the County's health, dental, life, disability and vision plans.
 - a. Assist the County in preparing bid specifications and documents.
 - b. Analyze and evaluate bids/proposals received in Request for Proposals, Request for Qualifications, and/or Competitive
 - c. Negotiations. Provide recommendations to the County as to which bid/proposal is in the best interests of the County.
 - d. Advise the County on what combination of benefits is most effectively bid as a unit.
 - e. Assist in the bid protest procedures as needed.
2. Provide upon request reports and analysis of market conditions, both within State of Florida and nationwide. Advise the County, as requested the best means for providing quality health care insurance for its employees, including but not limited to, plan design and employee communication.
3. Be available to discuss and make recommendations on plan design and other benefits matters as a quality improvement partner.

Basic Services for Actuarial Auditor

1. Preparation of actuarial reports for County's self-funded health/dental insurance plans including three year projections.
2. Prepare and submit all required reporting of the health/dental plan to the State of Florida.
3. Prepare funding analysis as required for any proposal plan changes.

Communications

1. Assist with preparing information and materials to communicate benefits to employees, entities and Board.

A2 of A2

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 22, 2013, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated October 22, 2013, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

Date: October 22, 2013

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

Date: October 22, 2013

for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND
ACTUARIAL AUDITOR

(A separate Attachment No. 2 should be included for each Sub-Consultant)

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

EXHIBIT C

Date: October 22, 2013

TIME AND SCHEDULE OF PERFORMANCE

for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Term of this contract is for a period of five (5) years. 10/1/2013 – 9/30/2018		

EXHIBIT D

Date: October 22, 2013

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	None					

EXHIBIT E

Date: October 22, 2013

PROJECT GUIDELINES AND CRITERIA

for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND
ACTUARIAL AUDITOR

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

None

EXHIBIT F

Date: October 22, 2013

AMENDMENT TO ARTICLES

For: **CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR**

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

None

CMO:
09/25/01



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL office
200 East Randolph
Chicago IL 60601 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX
(A/C. No.): 800-363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Aon Holdings LLC and its Subsidiaries
(See Subsidiary Information Below)
200 E. Randolph
Chicago IL 60601 USA

INSURER A: Continental Casualty Company 20443
INSURER B: American Casualty Co. of Reading PA 20427
INSURER C: Transportation Insurance Co. 20494
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570050092327

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL4014103835	06/01/2013	06/01/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$10,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		BUA 4014103656	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Per accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC4014100157	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC4014100059	06/01/2013	06/01/2014	E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC4014100014	06/01/2013	06/01/2014	E.L. DISEASE-EA EMPLOYEE \$1,000,000
						E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Aon Hewitt, 7650 West Courtney Campbell Causeway, Suite 1000, Tampa, FL 33607; Bid #13-10 Health Benefits Broker/Consultant. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials are included as Additional Insured with respect to the General Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder with respect to the General Liability, Automobile Liability and Workers' Compensation policies. The above terms are as required by written contract but limited to the operations of the Insured under said contract and subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
Attn: Robert D. Frasceschini
PO Box 398
Fort Myers FL 33902 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570050092327



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (366) 283-7122 FAX
(A/C. No.): 800-363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Aon Corporation
(See Subsidiary Information Below)
200 E. Randolph
Chicago IL 60601 USA

INSURER A: Lexington Insurance Company 19437
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570050092312

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
	CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
						PRODUCTS - COMPROP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO					BODILY INJURY (Per person)
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE
	DED <input type="checkbox"/> RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT
						E.L. DISEASE EA EMPLOYEE
						E.L. DISEASE POLICY LIMIT
A	E&O-PL-Primary		015896134	03/01/2011	03/01/2015	Each Claim
			Errors & Omissions			Aggregate
			SIR applies per policy terms & conditions			\$1,000,000
						\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Aon Hewitt, 7650 West Courtney Campbell Causeway, Suite 1000, Tampa, FL 33607, Bid #13-10 Health Benefits Broker/Consultant.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
Attn: Robert D. Frasceschini
PO Box 398
Fort Myers FL 33902 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570050092312



HIPAA BUSINESS ASSOCIATE AGREEMENT

(Including HITECH Requirements)

This Agreement ("Agreement") is among **Lee County Board of Commissioners** ("Client"), the group health plans of the Client (each a "Covered Entity" and collectively, the "Covered Entities") and **Aon Benefits and Insurance Services, aka, Aon Consulting, Inc.** ("Aon", and together with the Client and the Covered Entities, the "Parties"), and amends, and is made a part of that certain services agreement ("Services Agreement") by and between Aon and the Client, and is made effective as of the Effective Date of the Services Agreement.

Witnesseth:

Whereas, Aon provides Services (as such term is defined in the Services Agreement) to the Client pursuant to the Services Agreement, including the H&B Services and the Health Claim Services (as hereinafter defined);

Whereas, under HIPAA (as hereinafter defined), Covered Entity is subject to the Privacy Rule (defined below) and the Security Rule (as hereinafter defined);

Whereas, the Covered Entities desire that Aon amend the Services Agreement to provide for the privacy and security of certain information it uses and discloses in the course of providing the H&B Services and Health Claim Services to facilitate compliance with HIPAA;

Whereas, the Parties acknowledge and agree that Aon performs the Services on behalf of the Client, but to the extent HIPAA applies, may perform certain of the Services on behalf of the Covered Entities;

Whereas, with respect to Aon's performance of the H&B Services and the Health Claim Services performed on behalf of the Covered Entities, Aon is a Business Associate of the Covered Entities as that term is defined by HIPAA; and

Whereas, the Client, as plan sponsor of the Covered Entities, has the authority to execute documents on behalf of each Covered Entity.

Now, therefore, for and in consideration of the mutual agreements, terms, covenants and conditions herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

Capitalized terms used in this Agreement and not otherwise defined herein or in the Services Agreement shall have the meanings set forth in HIPAA which definitions are hereby incorporated by reference. The terms "use", "disclose" and "discovery", or derivations thereof, although not capitalized, shall also have the same meanings set forth in HIPAA and its implementing regulations.

- (a) "H&B Services" shall mean the health and group benefits outsourcing services provided by Aon pursuant to the Services Agreement that results in the use or disclosure of PHI by Aon, but shall not include any Health Claim Services or any consulting services projects that Aon performs, or may perform, from time to time.



- (b) "Health Claim Services" shall mean your actuarial services, claim data, and financial reporting services provided by Aon pursuant to the Services Agreement that results in the receipt, use or disclosure of PHI by Aon
- (c) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. no. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164 subparts C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology and for Economic Clinical Health Act, Division A, Title XIII of Pub. L. No. 111-5, and its implementing regulations (the "HITECH Act").
- (d) "Individual" shall have the meaning set forth in HIPAA, except it shall be limited to Participants as defined in the Services Agreement. "PHI" shall mean Protected Health Information as defined in HIPAA, except that PHI shall be, in the case of H&B Services, limited to information created, used or disclosed by Aon and, in the case of Health Claim Services, information received, created, used or disclosed by Aon on behalf of the Covered Entities, as permitted hereunder. In accordance with the definition of PHI, information received from the Client or from Participants shall constitute employment records and not PHI until such information is used by Aon to perform H&B Services or Health Claim Services.
- (e) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (f) "Secretary" shall mean the Secretary of HHS or the designee of the Secretary of HHS.

2. Obligations and Activities of Aon.

- (a) **Permissible Uses and Disclosures.** Aon agrees to use or disclose PHI only as permitted or required by this Agreement, the Services Agreement, as Required by Law, or as directed by a Covered Entity or the Client.
- (b) **Safeguards.** Aon agrees to use appropriate safeguards to prevent use or disclosure of PHI by Aon other than as provided for by this Agreement.
- (c) **Mitigation.** Aon agrees to mitigate, to the extent practicable, any harmful effect that is known to Aon resulting from a use or disclosure of PHI by Aon in violation of the requirements of this Agreement.
- (d) **Impermissible Uses and Disclosures.** Aon agrees to report to the Client, who will report to the Covered Entities, any use or disclosure of PHI by Aon not permitted or required by this Agreement of which Aon becomes aware.
- (e) **Security.** As of the effective date of this Agreement, Aon shall:
 - (i) as required by the HITECH Act, implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that Aon creates, receives, maintains, or transmits; and

- (ii) report to the Covered Entities any Security Incident of which Aon becomes aware. Security Incidents shall not include, without limitation, pings and other broadcast attacks on Aon's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- (f) **Breaches.** Aon agrees to report to Covered Entity any Breach in compliance with 45 C.F.R § 164.410 of which it becomes aware as soon as reasonably practicable. Pursuant to 45 C.F.R § 164.404, such report will include, among other relevant information a description of the Breach, date of the Breach, date of discovery of the Breach, the amount and type of PHI that was disclosed, and the steps taken to prevent further harm.
- (g) **Agents.** Aon agrees to ensure any agent, including a subcontractor, to whom it provides PHI shall agree to restrictions and conditions at least as stringent as those that apply through this Agreement to Aon with respect to such information.
- (h) **Governmental Audits.** Aon agrees to make its internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining any Covered Entity's compliance with HIPAA. The Covered Entity shall, or shall cause the Client to advise Aon in writing within ten (10) business days of any receipt from the Secretary of any such request.
- (i) **Accounting of Disclosures.**

Upon Aon's reasonable determination that it has received a request by an Individual for an accounting of disclosures of PHI pursuant to 45 C.F.R § 164.528, it shall provide, in writing, within sixty (60) days of such request, information regarding an accounting. Aon shall not be required to document any disclosures the Covered Entity would not be required to account for under HIPAA, including without limitation, those described at 45 C.F.R. § 164.528. For repetitive disclosures Aon makes to the same person or entity (including to a Covered Entity) for a single purpose, Aon may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures.
- (j) **Access to PHI.**

Upon Aon's reasonable determination that it has received a request from an Individual to make PHI available in accordance with 45 C.F.R. § 164.524, it shall make available within thirty (30) days of such request, the PHI in its possession at the time of the request that is contained in the Designated Record Set for that Individual. Such access and availability to PHI shall be as then currently displayed or made available, as the case may be, by Aon in the normal course of providing the H&B Services or Health Claim Services.
- (k) **Amending PHI.**

Upon Aon's reasonable determination that it has received a request from an Individual to amend PHI in accordance with 45 C.F.R. § 164.526, it shall amend, within sixty (60) days, the PHI in its possession at the time of the request contained in the Designated Record Set for that Individual. If the Individual requests that Aon make an amendment that Aon is not permitted to make pursuant to the terms of the

Services Agreement, then Aon shall refer such Individual to the Client or the Covered Entity. The foregoing notwithstanding, if the Individual's request is due to an error or omission by Aon, then Aon will investigate such request and, if appropriate, make such correction as required by the terms of the Services Agreement.

3. Permitted Uses and Disclosures by Aon.

- (a) Aon may use or disclose PHI as permitted or required by this Agreement, the Services Agreement, as Required by Law, or as directed by the Covered Entity or the Client, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or Client
- (b) Aon may use PHI for the proper management and administration of Aon, to carry out the legal responsibilities of Aon, or as Required by Law.
- (c) Aon may disclose PHI for the proper management and administration of Aon or to carry out legal responsibilities provided that such disclosures are (i) Required by Law, or (ii) Aon obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Aon of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Aon may use PHI to provide Data Aggregation services to the Covered Entities as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (e) Aon may use or disclose PHI to the extent and for purposes authorized by the Individual.
- (f) Aon is authorized to use and disclose PHI to de-identify the information in accordance with 45 C.F.R. § 164.514(b). Aon may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations, Covenants and Warranties. Each Covered Entity hereby agrees, covenants and warrants to, or cause the Client to:

- (a) Notify Aon of any limitation(s) in their respective notice of privacy practices in accordance with 45 C.F.R. 164.520, if and to the extent that such limitation may affect Aon's use or disclosure of PHI.
- (b) Notify Aon of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Aon's use or disclosure of PHI.
- (c) Notify Aon of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Aon's use or disclosure of PHI. Client and Covered Entity shall only agree to such restrictions limiting Aon's use or disclosure of PHI in the event that Client or Covered Entity is legally required to agree.
- (d) Obtain all Authorizations necessary for any use or disclosure of any PHI as contemplated under the Services Agreement.

5. **Agreement Regarding Use and Disclosure.** The Parties agree, or represent and warrant as the case may be, as follows:

- (a) **Uses and Disclosures.** Neither the Covered Entities nor the Client shall request that Aon use or disclose PHI in any manner that would not be permissible under HIPAA.
- (b) **Purpose.** The purpose of this Agreement is to address obligations imposed by HIPAA. The Services Agreement is between the Client and Aon. However, the Parties hereby acknowledge that some of the Services may be performed on behalf of the Covered Entities. Notwithstanding anything herein to the contrary, the Client's payment obligations under the Services Agreement shall not be diminished, and the Client's performance obligations under the Services Agreement shall not be diminished, amended, changed or modified by this Agreement.
- (c) **Minimum Necessary.** The Parties agree to limit the use, disclosure or request for PHI to the amount and content of PHI necessary to meet the requirements of Aon's obligations to Covered Entity. Aon shall determine what constitutes Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.
- (d) **Substitution of Terms.** If any use or disclosure of PHI by Aon or the Client under the Services Agreement would be invalidated by the terms and provisions of this Agreement, the terms of the Services Agreement will be interpreted by substituting the Covered Entity for the Client (where appropriate) in order for such use or disclosure to be valid under this Agreement.
- (e) **Changes.** The Parties agree that any change to the H&B Services or the Health Claim Services that permits a use or disclosure of PHI on behalf of any Covered Entity shall be pursuant to that Covered Entity's Treatment, Payment or Health Care Operations, unless this Agreement is amended in writing.

6. **Term and Termination.**

- (a) **Term.** This Agreement shall be effective upon execution by the Parties and shall terminate upon termination of the Services Agreement. This Agreement shall terminate as to any given Covered Entity upon termination of that Covered Entity by the Client.
- (b) **Termination for Cause.** Upon the a Covered Entity's or Aon's knowledge of a material breach by the other party, the Covered Entity or Aon may either:
 - (i) Notify the breaching party of the breach and provide the breaching party sixty (60) days from the date of notice to cure the breach, and terminate this Agreement and the related portion of the H&B Services or the Health Claim Services, as the case may be, if the breaching party does not cure the breach within that sixty (60) day period, unless otherwise extended by the non-breaching;
 - (ii) Immediately terminate this Agreement and the related portion of the H&B Services or the Health Claim Services, as the case may be, if the breaching party has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the non-breaching party shall report the breach to the Secretary.

- (c) **Effect of Termination.** Upon termination of this Agreement or the Services Agreement for any reason, the Parties agree that the return or destruction of PHI is infeasible as Aon must retain that PHI which is necessary for Aon to continue its proper management and administration or to carry out its legal responsibilities. Aon shall continue to apply the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Aon maintains such PHI.

7. **Miscellaneous.**

- (a) **Regulatory References.** A reference in this Agreement to a section of the Code of Federal Regulations, the Privacy Rule, the Security Rule, or to another section of HIPAA means the section, as amended from time to time.
- (b) **Amendment.** The Parties agree to take such reasonable actions as are necessary to amend this Agreement from time to time as is necessary for the Covered Entities and Aon to comply with the requirements of HIPAA.
- (c) **Survival.** The respective rights and obligations of Aon under Section 6(c), this Section 7(c) and Section 7(d) of this Agreement shall survive the termination of this Agreement.
- (d) **Confidentiality.** The terms of this Agreement shall remain confidential except as described hereunder and in the Services Agreement, except that Aon may disclose the terms of this Agreement to entities that Aon reasonably believes are (i) part of an Organized Health Care Arrangement of which any of the Covered Entities are a part, or (ii) other Business Associates of the Covered Entity.
- (e) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entities and Aon to comply with HIPAA, including any regulations promulgated under the HITECH Act. In all other respects, the terms and conditions of the Services Agreement remain unchanged by this Agreement.
- (f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals effective on the date set forth above.

Aon Consulting Inc.:

Signature: [Signature]

Title: SVP

Lee County Board of Commissioners, as Client:

Signature: [Signature]

Title: Vice Chairman Brian Hamman

APPROVED AS TO FORM

By [Signature]
OFFICE OF COUNTY ATTORNEY

LEE COUNTY
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
INVOICE STATEMENT

CN No.: _____ Contract No.: _____ Date: _____
Payment No.: _____ (☐ W.I.P.P. ☐ Final) for Period _____ to _____
Project No.: _____

Project Name: _____

Attachments ☐ Yes ☐ No

PAYEE: Consultants Name: _____

Mailing Address: _____

City & State _____ ZIP CODE _____

INSTRUCTIONS

Warrant will be mailed to
Consultant's mailing address given,
unless special instructions are
provided to the immediate left of
these instructions.

Deliver Warrant: _____ Special Instructions - If Other than Mail _____

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount

PLUS: Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____

Total Change Orders/S.T.A. ADDING to cost of Agreement \$ _____

LESS: Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
Change Order # _____	dated _____	_____	\$ _____
S.T.A.# _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____
S.T.A. # _____	dated _____	_____	\$ _____

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement. \$ _____

Total Amount of Current PSA/SPA. \$ _____

Total Amount Completed to Date. \$ _____

Less Amounts Previously Invoiced \$ _____

Amount of this Invoice. \$ _____

Total Amount Paid to DBE's from above \$ _____

Name of DBE(s): _____

Signed Project Manager: _____ Date: _____

Approved Dept/Div Director: _____ Date: _____

Approved Fiscal Person: _____ Date: _____

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** SERVICE PROVIDER AGREEMENT**SUBJECT:** Project known as: CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITORbetween Lee County and AON CONSULTING INC DBA AON HEWITT (417038)**Reference:** Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement

10/22/ 2013 Agenda Item No. C7A

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of _____

Project Sponsoring Department

- ☐ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____

Signed _____

(2) By Procurement Management

- ☒ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received 12-16-13 Date returned/forwarded 1-13-14Signed Diana Khan

(3) By the Risk Management

- ☒ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received Jan 14, 14 Date returned/forwarded Jan 14, 14

Signed _____

(4) By the County Attorney

- ☐ Recommending execution
☐ Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____

Signed DPL 1-16-14(5) **BOARD**(6) Clerks Office, Minutes Department 1-17-14 B.W. 2 originals(7) **PROCUREMENT MGMT.** Diana Khan

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130838

ACTION REQUESTED/PURPOSE:

A) Award Service Provider Agreement for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR to Aon Consulting, Inc., operating as Aon Hewitt. This is a five year contract for which the consultant will be paid an annual not to exceed fee of \$175,000. This is a negotiated fee which is a 7% reduction from the current provider's cost of \$189,000 per year.

B) Authorize the Chair to sign on behalf of the Board the accompanying Service Provider Agreement.

FUNDING SOURCE:

Fund – Premium Funded Group Medical Self-Insurance; Program – Human Resources - Health

WHAT ACTION ACCOMPLISHES:

Provides Lee County with a Consultant that will advise on the most responsible process for the purchase and administration of the County's health, dental, life, disability and vision plans.

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: C7A

Meeting Date: 10/22/2013

Agenda:

Requirement/Purpose: *(specify)*

Consent

☐ Statute

☐ Ordinance

☒ Admin Code AC-4-4

☐ Other

Request Initiated

Commissioner:

Department: HUMAN RESOURCES

Division: No Divisions

By: Christine Brady

Background:

On August 27, 2013 the Board approved the short list committee's ranking of the Consultants and authorized negotiations to begin with the number one ranked firm. The ranking was as follows: (1) Aon Consulting, Inc., operating as Aon Hewitt; (2) Willis of Florida, Inc.; (3) Towers Watson.

Negotiations were successful with Aon Consulting, Inc., operating as Aon Hewitt. Board approval of the final agreement is required.

Funds are available: GC5133757602.503190

Attachment: 1) Service Provider Agreement (sample)

11. Required Review:

<i>Christine Brady</i>	<i>Robert Franceschini</i>	<i>Dawn Perry-Lehnert</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>Peter Winton</i>
HUMAN RESOURCES	Purchasing	County Attorney	Budget Analyst	Risk	Budget Services
<i>Christine Brady</i>	<i>Peter Winton</i>				
Human Resources	County Manager				

12. Commission Action:

**Aon Consulting, Inc.
Certification**

The undersigned, Michelle S. Ley, hereby certifies as follows:

- That I am the duly elected and qualified member of the Board of Directors and Assistant Vice President of Aon Consulting, Inc., a corporation created and existing under the laws of the State of New Jersey and having its corporate headquarters at 200 East Randolph, Chicago, IL 60601 (the "Company");
- That the following named individual is an officer of said Company, and that such officer is duly elected and is now in office, and is duly authorized to execute, on behalf of the Company, the Lee County, Florida, Service Provider Agreement, CN130308 Employees Insurance Benefits Consultant and Actuarial Auditor:

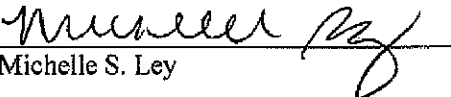
Name

Title

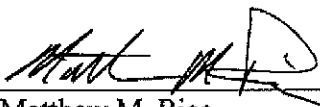
Brian Fern

Vice President - Legal

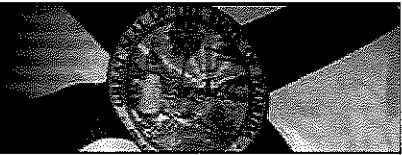
IN WITNESS WHEREOF, the undersigned has duly set her hand this 19th day of December, 2013.


Michelle S. Ley

The undersigned, as Secretary of the Company and keeper of the corporate records of the Company, hereby certifies that Michelle S. Ley is the duly elected member of the Board of Directors and Assistant Vice President of the Company and further certifies that the above signature is her genuine signature.


Matthew M. Rice

[Seal?]
↓
Appears on
Contract.

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Profit Corporation**

AON BENEFITS & INSURANCE SERVICES, INC.

Cross Reference Name

AON CONSULTING, INC.

Filing Information

Document Number	F06000003266
FEI/EIN Number	222232264
Date Filed	05/04/2006
State	NJ
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	05/20/2008
Event Effective Date	NONE

Principal Address200 E RANDOLPH STREET
CHICAGO, IL 60601

Changed: 03/14/2011

Mailing Address200 E RANDOLPH STREET
CHICAGO, IL 60601

Changed: 03/14/2011

Registered Agent Name & AddressCORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301**Officer/Director Detail****Name & Address**

Title S, D

PADMANABHAN, RAM
200 E RANDOLPH STREET
CHICAGO, IL 60601

Title T

HAGY, PAUL A
200 E RANDOLPH STREET
CHICAGO, IL 60601

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LEY, MICHELLE
200 E RANDOLPH STREET
CHICAGO, IL 60601

Annual Reports

Report Year	Filed Date
2011	03/14/2011
2012	04/17/2012
2013	04/16/2013

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State of Florida, Department of State