

**AGREEMENT FOR
EMPLOYEE INSURANCE BENEFITS CONSULTANT AND ACTUARIAL
AUDITOR**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Aon Benefits & Insurance Services, Inc. d/b/a Aon Consulting, Inc.**, a New Jersey corporation authorized to do business in the State of Florida, whose address is 200 East Randolph Street, Chicago, IL 60601, and whose federal tax identification number is 22- 2232264, hereinafter referred to as “Vendor.”

WITNESSETH

WHEREAS, the County intends to purchase employee insurance benefit consulting and actuarial auditing services from the Vendor in connection with “Employee Insurance Benefits Consultant and Actuarial Auditor” (the “Purchase”); and,

WHEREAS, the County issued Solicitation No. **RFP180162LKD** on May 18, 2018; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision Proposal Action on July 13, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the Vendor’s proposal which is inserted into the project Scope of Services and made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP180162LKD, as modified by its addendum, copies of which are on file with the County’s Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence October 1, 2018, for an initial term of three (3) years and, upon mutual written agreement of the parties, may be renewed for one (1) additional three (3) year period.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement, subject to the local Government Prompt Payment Act, Florida State Statutes 218.70-218.76, for providing all services and products as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP180162LKD, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement.
- C. County will promptly notify Vendor of any questions regarding invoices. Interest penalties will only be paid in accordance with the local Government Prompt Payment Act, Florida State Statutes 218.70-218.76.
- D. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to Post Office Box 2238, Fort Myers, FL 33902-2238 on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B below) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the work shall be authorized via a County Project Authorization (CPA) and the CPA shall establish the additional compensation for that authorized task. The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement. Any changes to a CPA shall be executed via a County Project Modification (CPM).

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. Vendor will correct its work product without additional charge if any errors or omissions occur in its work. Vendor shall indemnify and hold County 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 Vendor's failure to comply with the applicable terms and conditions of this Agreement (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise):
 - 1) for all Losses arising from Services performed in a particular Year, in an amount not to exceed the amount of the fees paid to Vendor under this Agreement during such Year, and,
 - 2) without regard to the limitations of Section VI(A)(1), for Losses arising from (aa) Vendor's willful, fraudulent or criminal misconduct, (bb) bodily injury, including death, or damage to personal or real property, (cc) infringement by Vendor Information pursuant to Section X(D) hereof, and (dd) Vendor's breach of its confidentiality obligations set forth in Section IX hereof. Any claim under this Section VI(A) must be asserted before the date that is three (3) years following the act or omission giving rise to the claim.
- B. Subject to Vendor's indemnity obligations in Sections X(D) and VI(A), subject to the limitation of Florida law, County shall indemnify, defend, and hold Vendor harmless from and against any and all Losses arising from (i) claims made by third parties, including, without limitation, County's employees, affiliates, and plans with respect to the Services provided hereunder, or (ii) County's failure to comply with the applicable terms and conditions of this Agreement, including without limitation, any infringement of Vendor Information by County in violation of Section X or any breach by County of the confidentiality provisions of Section IX.

- C. 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.
- D. Notwithstanding the foregoing, as applicable to the County and the Services, Vendor will not be liable to County for any amounts for which County or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by Vendor, including interest adjustments. Vendor and County agree 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.
- E. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. REPRESENTATIONS AND RESPONSIBILITIES OF THE PARTIES

- A. The Vendor shall be responsible for the quality and functionality of all services performed by or at the behest of the Vendor under this Agreement.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to Vendor in its capacity as a service provider, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

- D. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- E. County will submit to Vendor all County Information in County's control necessary for Vendor to perform the Services covered by this Agreement. The Services are not of a legal nature, and Vendor will in no event give, or be required to give, any legal opinion or provide legal representation to County. County will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. County is responsible for the accuracy and completeness of any and all County Information that is submitted to Vendor. County agrees to notify Vendor as soon as possible of any problems or errors in County Information submitted. Services performed by Vendor in correcting such problems or errors are additional services for which additional fees will be payable.
- F. Vendor is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Vendor has no discretion with respect to the management or administration of County's employee benefit plans, and/or control or authority over any assets of County's employee benefit plans, including the investment of those assets. All such discretion and control remain with County and other fiduciaries to County's employee benefit plans.

IX. CONFIDENTIALITY

- A. For the purposes of this Agreement, "Confidential Information" includes: except as provided for in Section 119.0701, Florida Statutes, (i) the terms of this Agreement (including any Schedules); (ii) County Information; (iii) Vendor 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 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 Vendor may use County's Confidential Information in combination with other data, including the

disclosure of such information to third parties, provided that no such County Confidential Information is identifiable by County or County employee and that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Vendor may also disclose County's Confidential Information to any subcontractor or, as instructed by County, to any other third party providing services to County 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. Vendor may retain a copy of all County 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.
- E. Notwithstanding anything to the contrary in this Agreement, Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer all public records in possession of Vendor upon termination of this Agreement and, except as permitted by this Agreement destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533- 2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

X. OWNERSHIP OF PRODUCTS

- A. Vendor 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 ("Vendor Information").
- B. All right, title and interest in and to any data, information and other materials furnished to Vendor by County hereunder ("County Information") are and shall remain County's sole and exclusive property. County grants to Vendor a license to use such County Information to provide the Services. Except as provided below, upon full and final payment to Vendor hereunder, any Vendor work product which the parties expressly agree is created solely and exclusively to be owned by County (the "Deliverables"), if any, shall become the property of County. To the extent that any Vendor Information is contained in any of the Deliverables, subject to the terms of this Agreement, Vendor hereby grants to County a paid-up, royalty-free, nonexclusive license to use such Vendor Information solely for County's internal use in connection with the Deliverables.
- C. To the extent that Vendor utilizes any of its property, including, without limitation, the Vendor Information, in connection with the performance of Services, such property shall remain the property of Vendor and, except for the limited license expressly granted in the preceding paragraph, the County shall acquire no right or interest in such property. County will honor Vendor copyrights, patents, and trademarks relating to Services, Deliverables and Vendor Information, and will not use Vendor's name or other intellectual property without Vendor's prior written consent.

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

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The key personnel assigned by the Vendor to perform the services pursuant to this Agreement, as listed in Exhibit A and the Vendor's response to Solicitation No. RFP180162LKD, shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective, unless the change or substitution to Vendor's key personnel arises as the result of a resignation, retirement or termination of employment of Vendor's key personnel, in which case the Vendor shall notify the County of the change within five (5) business days.

The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties, including but not limited to acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others.

XII. COMPLIANCE WITH APPLICABLE LAW

- A. This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance and applicable to Vendor in its capacity as a service provider. Vendor shall conduct no activity or provide any service that is unlawful.

XIII. TERMINATION

- A. Either party shall have the right at any time upon sixty (60) days' written notice to the other party to terminate this Agreement in whole or in part for any reason whatsoever.
- B. Either party may terminate this Agreement 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.
- C. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub- contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- D. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.
- E. Upon the effective date of termination, the County shall be responsible to Vendor for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination.
- F. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into nonbinding mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- D. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XV. DISCLOSURES

- A. Vendor will disclose to County all marketing quotes, including any applicable commission rates, received prior to binding any coverages for County's insurance programs. County will also be provided prior to binding with a disclosure of any amounts to be paid to Vendor and/or Vendor affiliate intermediaries if available, in connection with coverages placed for County's insurance programs, including any fees, if applicable, paid to Vendor for services it provides to third parties.
- B. In addition to retail commissions, Vendor may receive additional forms of compensation from insurers and third parties including but not limited to: national additional commissions, subscription market brokerage charges and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not be applied to any service set forth in Exhibit A. As of the effective date of this SOW, the Health and Benefits Practice does not accept contingent compensation. If this policy on accepting contingent compensation changes, we will notify you at that time. Additional information is available upon request.
- C. In some instances, insurance placements made by Vendor on County's behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Vendor 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 County's responsibility. Vendor will invoice County for the payment of these taxes and fees. County acknowledges its responsibility to report and communicate in writing to Vendor changes in exposures, loss related data, and other material changes during the course of this SOW.
- D. Vendor's goal is to procure insurance for County with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Vendor regularly reviews publicly available information concerning an insurer's financial condition, including, but not limited to:
 - a. Approvals by various regulatory authorities;
 - b. Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poor's, Moody's, and/or Fitch; and
 - c. The input of Vendor's global affiliates and correspondents.

- E. Most Vendor placements are made with insurers that are rated “Excellent” by the professional rating agencies; however, Vendor does not guarantee the solvency of any insurer. Vendor encourages County to review the publicly available information made available by Vendor. The decision to accept or reject an insurer will be made solely by County.
- F. Vendor and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom County’s coverage may ultimately be placed. Further details concerning Vendor’s relationship with insurance carriers can be found at <http://www.aon.com/about-aon/corporate-governance/corporate/market-relationships/contractual-relationship-with-carriers.jsp#>.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. 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 upon 60 days’ prior written notice to the representatives identified by Section XVI. (J) of this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County’s review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. 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 Vendor can be held accountable under such laws and regulations in connection with its provision of the Services, County confirms that it will screen against OFAC's list of Specially Designated Nationals and Blocked Persons those parties with whom Vendor will interact at County's direction in providing the Services (e.g., County's employees, participants, other vendors, etc.). If a possible match is identified as a result of a screen, County shall notify Vendor, and the parties will cooperate with each other in resolving the matter (which may include adjustments to the Services or regulatory notifications).
- 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 the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- J. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representatives:

Name:	<u>Jeff Jinks</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Vice President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>7650 W. Courtney Campbell 1000 Tampa, FL 33607</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>813-636-3556</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>813-636-3010</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>Jeff.Jinks@AON.Com</u>	E-Mail:	<u>rdesjarlais@leegov.com mtucker@leegov.com</u>	

With a copy to:

Aon Consulting, Inc.
 200 East Randolph Street, 8th Floor
 Chicago, IL 60601
 Attn: Chief Counsel, Health & Benefits

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. County Project Modifications
 - 2. County Project Authorizations
 - 3. Agreement
 - 4. Solicitation No. RFP180162LKD
 - 5. Vendor's Submittal in Response to Solicitation No. RFP180162LKD

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

**Aon Benefits & Insurance Services, Inc. d/b/a
Aon Consulting, Inc.**

Signed By: *Janice Rockett*
 Print Name: JANICE ROCKETT

Signed By: *Matt Mann*
 Print Name: Matt Mann
 Title: COO - US Health & E *Date*
 Date: 08/27/18

LEE COUNTY

BOARD OF COUNTY
COMMISSIONERS OF LEE COUNTY,
FLORIDA

BY: *[Signature]*
 CHAIR
 DATE: 9-28-18
 Commissioner Cecil L Pendergrass
 Lee County Board of County Commissioners
 District 2

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Joyce Townsend*
 DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *[Signature]* OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A
SCOPE OF SERVICES

The Vendor shall perform consulting and auditing services to advise the County on the purchase and administration of the County's health, dental, life, disability, vision plans and insurance related products. These services shall be performed in accordance with the negotiated terms from the Vendor's proposal that are photocopied below:

EXHIBIT A SCOPE OF SERVICES

TAB 3: Plan of Approach

Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

To meet the County's short-term and long-term strategic needs, we will deploy our strategic planning tools and benchmarking data. We review your current strategy and work with you on any necessary modifications. This written strategy links the County's business and benefits strategies, and includes guiding principles to define tactical decisions. We revisit this strategy annually and update it based on changes at the County and emerging trends. We frame this process as Discover, Develop, Deliver, and Review.

- **Discover:** We will collaborate to understand specific needs for both your near- and long-term priorities, how we can add value to the County, and help you respond to changing market dynamics.
 - Understand the County climate and priorities
 - Discover health and benefits challenges and priorities
 - Define ideal outcomes

At the end of this phase, we will have a thorough understanding of how your business climate and employee benefits philosophy provide a framework for strategies that make sense for the County.

- **Develop:** We will jointly author a plan to define how we will work together during the year, outline our commitments to you, and define how we will measure our success.
 - Assess, plan, design, and measure
 - Provide alternatives to address the new health care era
 - Develop a multiyear health and benefits plan strategy

A comprehensive employee benefits strategy will be developed to meet your short and long term goals

- **Deliver:** We will follow through on our plan, execute with excellence and track outcomes.
 - Provide a comprehensive, cost competitive health and benefits program
 - Use Aon leverage and execution
 - Meet your deadlines

A detailed project plan with key deliverables, roles and responsibilities, and milestones will provide you with a clear roadmap of how and when we will deliver our commitments to executing your strategy.

- **Review Continuously:** We will seek your input on how we are doing both through informal feedback sessions and annual surveys.
 - Evaluate Aon team and program performance
 - Align with your changing business priorities and challenges
 - Deliver the Aon Client Promise

An outstanding client stewardship requires frequent validation that we are keeping our commitments and meeting your needs. Our regularly scheduled client meetings, formal feedback from you and our client surveys will help us to make sure we continue to meet and exceed your expectations.

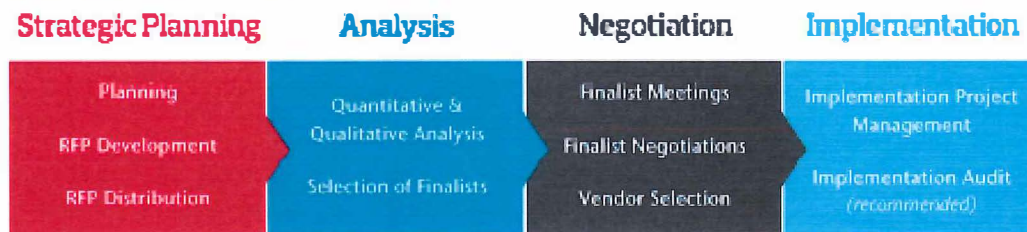
Aon's approach to delivering the specific elements of the Scope of Services is outlined below.

EXHIBIT A SCOPE OF SERVICES

2. BASIC SERVICES FOR EMPLOYEE INSURANCE BENEFITS CONSULTANT

2.1. *Advise the County on the most responsible process for the purchase and administration of the County's health, dental, life, disability and vision plans.*

Aon confirms and agrees. Each year, we help hundreds of clients conduct bids for a variety of health and welfare plans. From this experience, we have developed standardized Request for Proposal templates that can be tailored specifically to the County's needs during the bid process. The following is a summary of our vendor search process, which we will customize based on information gained from our planning meeting (your input and our direction):



2.1.1. *Assist the County in preparing bid specifications and documents.*

Aon confirms and agrees.

Phase I—Strategic Planning

Step 1: Project Planning

For the majority of our clients, securing fees, rates, and a plan design is not a sufficient process for determining the most effective vendor for their benefit plan. It is critical that the marketing process begins by outlining your long-term strategy, key program objectives, and criteria for selecting the successful vendor.

We begin this project with a kick-off meeting between the County and Aon to arrive at a set of objectives. We then refine the comprehensive procurement and analysis work plan that details key steps, timing, and deliverables. We also collaboratively document the objectives to have a clear understanding of items such as:

- Specific issues on coverages to be marketed
- Project plan milestones
- Key deliverable dates
- A clear definition of a satisfactorily completed project task

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Step 2: Develop Selection Criteria

We will work closely with the County to identify the appropriate vendors to receive the RFP and determine selection criteria. These selection criteria will be used as the basis for developing a Vendor Scorecard. Standard selection criteria that may be important to the County include, but are not limited to, the following:

- Network coverage, member disruption, and discounts
- Flexibility to design special network tiers
- Care management, chronic care management and case management services
- Superior customer service capabilities and availability
- Robust online participant tools
- Participant health management tools (e.g., health assessments, coaching, etc.)
- Claims payment processes and operations
- Provisions for the County internal audit and/or third-party audits
- Data warehouse / reporting capabilities
- Robust performance guarantees with fees at risk

Aon collects much of the above data from vendors through our National Medical RFI process. Our Health Value Initiative (HVI)[™] database compiles data across the United States. We also collect similar information through our Prescription Drug and Disease Management RFIs each year—from both the major health plans and specialty vendors.

Step 3: Creation of the RFP

After the program objectives and selection criteria have been established, we will develop a comprehensive RFP customized to solicit the necessary information from each bidder to satisfy your specific goals. We will prepare the bid specifications and submit them to the County for review and comments before issuing them to the vendors.

The typical format of the bid specifications includes the following sections:

- General Information—Overview of the County's objectives for its group benefits program, an explanation to the bidders of the basis for requesting proposals, and a timeline for the vendor selection process
- Selection Criteria—A detailed outline of the issues important to the selection of a program administrator
- Performance Standards—The performance standards that will be expected
- Administrator Responsibilities—Explanation of all services that will be expected. This also serves as a basis for providing a fee quotation by the bidder
- Fee Quotation Format—Specific proposal formats to ensure that comparative analysis is possible with minimal adjustment
- Quantitative Analysis—Member disruption, network discount analysis
- Proposal Questionnaire—Typically this is part of the bidding specifications, an integral part of the proposal evaluation process
- Summaries of Design Features—In addition to providing detailed descriptions of the plan(s) to be administered, we will also specify any key the County's design administration requirements
- Customized Questions—We will create customized questions for the County to gather any information not included in the national RFI and to specifically assess program elements, approaches, expected results and fees applicable to the County

EXHIBIT A SCOPE OF SERVICES

Step 4: Distribute the RFP and Manage Vendor Process

The vendor community treats an Aon RFP with the priority and attention that you have come to expect from your business partners. Your designated Aon team's industry contacts are reinforced by our national carrier assessment efforts. We believe in partnership. Our focus is on creating clearly defined and well understood performance metrics that form the foundation for a long term successful partnership. We use an online procurement tool to distribute and manage the RFP process.

2.1.2. Analyze and evaluate bids/proposals received in Request for Proposals, Request for Qualifications, and/or Competitive Negotiations. Provide recommendations to the County as to which bid/proposal is in the best interests of the County.

Aon confirms and agrees.

Phase II—Analysis

Step 1: Evaluation of Proposals

Evaluation of proposals is more than just reading vendor responses; it involves analyzing the responses based on extensive experience and data. Aon makes this process more efficient and more meaningful by:

- Using RFI data paired with RFP responses to provide comprehensive answers
- Leveraging RFP response reports supplemented with our expert analysis
- Creating easy-to-evaluate, side-by-side exhibits so that you can effectively note meaningful proposal differences
- Delivering a list of questions by vendor for further clarification during finalist meetings

The data from our national medical, prescription drug, managed health, behavioral health, and value-driven health care RFIs, together with the specific responses from bidders to the RFP customized for the County, will be the basis for a thorough analysis of each bidder. Our premier evaluation tools will be used to provide superior detail and insight into each vendor's capabilities and market positioning.

In addition to our robust analytic tools, a key differentiator of Aon's evaluation process is our review of the total member experience. With increasing emphasis on consumerism and self-service, a large portion of what the County will buy from the vendor is the member experience (the websites, materials, tools, and programs that participants see/use directly).

In one client example, we conducted the member experience scorecard for four health care vendors under consideration: Aetna, BCBS, Cigna, and United. We were able to identify specific issues (e.g., while technically accurate, BCBS's Web site has a 4 percent member registration rate versus United at 32 percent; or Aetna did not send key materials home so dependents did not have easy access to information and tools) and were able to negotiate significant credits for the client to fix the gaps in the user experience. The client also told us that the member experience was the most powerful criteria to distinguish the different vendors—since increasingly the networks, plans, and costs are so similar. Member experience is also an important criterion for wellness, FSA and absence management programs.

Step 2: Vendor Discount Analysis Benchmarking and Member Disruption

Another key component of a medical provider selection project is the network discount analysis. We will leverage our Discount Analysis tool to assess the competitiveness of bidder discounts. The health plans provide us with average provider pricing and discount information for each three-digit ZIP Code in the country. The data is provided twice a year, certified by each carrier's senior leadership, and rigorously

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tested at Aon for credibility. By comparing the County's information against the Discount Analysis database, we can identify a short list of vendors to consider and the potential savings.

An analysis on member disruption will be conducted to assess potential impact to members based on the network change.

Step 3: Finalist Selection

Using the above analysis and scorecard methodology, we will sit down with the County to review the information collected, share our recommendations, and potentially select two to three vendors for finalist meetings. We also recommend performing reference checks for the finalists at this time. Our proposal assumes the County will call the references. Aon will be available to assist with determining appropriate questions for the references, if desired.

Phase III—Negotiations

Step 1: Finalist Meetings / Site Visits

We will conduct face-to-face finalist meetings at the County's offices and/or conduct site visits at the finalists' facilities. Our trusted relationships with the vendor community serve us well in conducting and facilitating effective finalist meetings. We treat these meetings as an integral tool in the evaluation process.

Before the meetings occur, we develop complete discussion guides and agendas. We consult with each vendor beforehand to make sure that the people they bring and materials they present are relevant to you and are focused on the issues we raise during the proposal evaluation process.

Step 2: Finalist Negotiations

After finalist meetings are completed and all follow-up materials have been submitted, we will give each vendor a last opportunity to present a compelling financial proposal for your review. Once all documentation is received, we will begin negotiations with the finalist vendor(s). We utilize a "firm but fair" approach to negotiating. Key characteristics of our approach are summarized below:

- **We create balance.** As consultants, we represent our clients' interests. Our goal is to negotiate a fair rate for you, but we also attempt to avoid any undue financial hardship for the plan. We want our clients to enter into solid partnerships with plan partners who will be financially viable for the long term. However, we do expect plans to maintain an aggressive approach to rating and cost management.
- **We are persuasive.** We combine demands for rate reduction with suggestions for improvement (which may facilitate a plan's willingness to lower rates). We also stand firm when a plan's arguments are not compelling.
- **We maintain a long-term perspective.** We focus on long-term results in order to maintain continuity and minimize disruption. In some cases, we accept modest rate concessions in order to assure survival of the plan as well as more favorable potential future outcomes.
- **We are knowledgeable.** Our extensive experience and knowledge in the area of health management consulting is an advantage in our negotiations. We focus on facilitating a positive dialogue with the account representative in order to favorably influence the underwriting process.

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Step 3: Vendor Selection and Performance Guarantees

Once negotiations are complete, we will assist the County with the notification of the business award and communications with all bidders who participated in the RFP. In addition, we will work in conjunction with your staff to review contract terms and establish performance guarantees with the selected vendor.

2.1.3. *Advise the County on what combination of benefits is most effectively bid as a unit.*

Aon confirms and agrees.

2.1.4. *Assist in the bid protest procedures as needed.*

Aon confirms and agrees.

2.1.5. *Assist in Retiree Drug Subsidy*

Aon confirms and agrees. Aon's Retiree Health Care Sub-Practice is a dedicated team of health care and retirement actuaries, generalists, and specialists (including pharmacists and legal consultants) who focus on retiree health care strategy innovation, market/vendor tracking, and client solution development.

This national team of more than 20 consultants drives Aon's national retiree strategy consulting for public and private employers, including the implications of federal health care reform, Medicare Part D, Early Retirement Reinsurance Program (ERRP), Medicare Advantage, Excise Tax mitigation, individual market strategy development, funding, and captives. This team is also responsible for establishing and promoting Aon's OPEB valuation assumption standards to ensure that our retiree welfare valuations reflect our best thinking and support the most appropriate liability valuation strategies.

Furthermore, Aon's experience and broader commitment to retiree health care consulting is illustrated through the following actuarial specific examples.

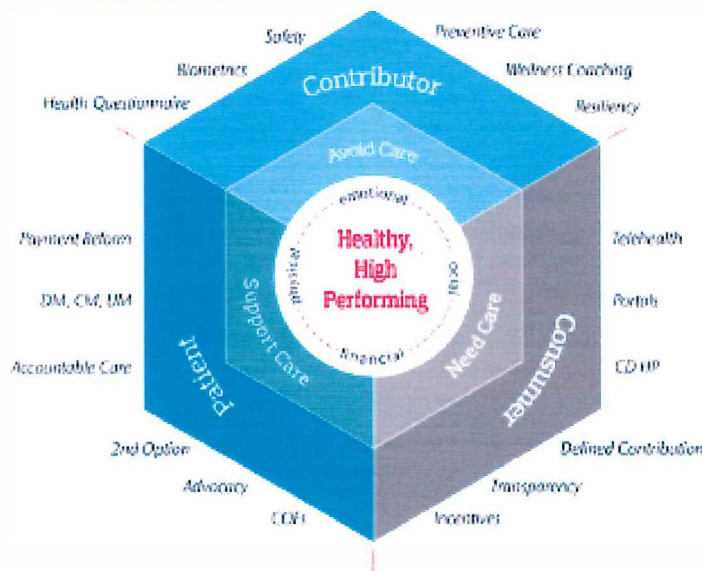
Employer-sponsored RDS strategy support—We have supported employer-sponsored RDS strategies with actuarial attestations, application support, payment and reconciliation processing, and full end-to-end RDS administration. Since 2006, we have performed these services for hundreds of clients.

Actuarial Modeling—We have developed extensive actuarial modeling capabilities to support Excise Tax projection models, detailed RDS versus Medicare Part D EGWP financial projections, Medicare Advantage strategy analysis, catastrophic HRA modeling, and individual market opportunity analyses for retirees and plan sponsors.

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2.1.6. Assist in Health & Wellness Initiatives

Aon confirms and agrees. We currently have over 35 consultants who focus on health management across the country. These colleagues have a thorough understanding of evolving or leading edge initiatives, the marketplace, the appropriate methodology to evaluate and measure the ongoing success of programs and vendors. We supplement our working knowledge by establishing open communication with all capable health plans and specialty vendors. Aon's Point of View on employee health is best illustrated by the Health Experience Cycle, shown below:



In order to have a healthy and high performing workforce, employers need to take a holistic approach to employee wellbeing: a complete state of physical, emotional, social and financial health, not merely the absence of disease. In order to help employees along the entire spectrum of health access the care they need, employers also need to provide programs, tools and resources that create an experience that is seamless, smooth and frictionless.

- We recommend offering health assessments, biometric screenings, coaching and similar programs to help healthy employees avoid care. Ideally this enables them to remain actively at work and contribute to the success of the organization (performer).
- Employees become consumers of healthcare when an illness or injury occurs. Providing programs like telemedicine or access to transparency tools enables employees to make appropriate choices about when and where to access care, ensuring cost-effective and efficient use of health care resources.
- When more serious health issues occur, employers need to support their employees and help them navigate the complex healthcare system by providing resources such as advocacy, second opinions and centers of excellence (COEs)

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2.1.7. Assist with financial analysis mandated by State, Local and Federal governmental boards.

Aon confirms and agrees. In addition to the GASB and 112.08 actuarial reports that we will file on behalf of the County, we have access to the health and benefits legal team (H&B Legal), which is composed of more than a dozen employee benefit attorneys, paralegals, and analysts with an average of fifteen years of experience in employee benefits law.

H&B Legal consults with employers on compliance regarding a wide range of federal and state laws relating to health and welfare plans, including: the Patient Protection and Affordable Care Act, the Internal Revenue Code, ERISA, HIPAA, COBRA, the Americans with Disabilities Act, state and federal health care reform legislation, and state insurance laws relating to regulation of fully-insured health care plans, such as prompt pay and any willing provider legislation. Aon's legal consultants also regularly work with benefits managers, in-house attorneys, and outside counsel to draft, negotiate, and finalize contracts for fully insured and self-insured health care plans and third party administrators, and conduct nondiscrimination testing on employer group health care plans. Our legal consultants also periodically submit comment letters to federal agencies on proposed regulations that could have a potential impact on employers. In the letters, Aon often suggests approaches to federal agencies to facilitate easier implementation for employers once final regulations are issued.

2.1.8. Assist in the overall benefits strategy, design, and pricing

Aon confirms and agrees. We frame the strategic process as Discover, Develop, Deliver, and Review:

- **Discover:** We will collaborate to explore current state and gathering information on peers, leadership perspectives, and business goals. Strategic priorities are determined and a plan for how to achieve them begins to form
- **Develop:** We will jointly author a plan to define how we will work together during the year. This includes activities such as evaluating partners, plan design and funding, and contribution strategies
- **Deliver:** We work together to bring the plan to employees and their families and determine how to measure effectiveness
- **Review Continuously:** We will seek your input on how we are doing both through informal feedback sessions and annual surveys

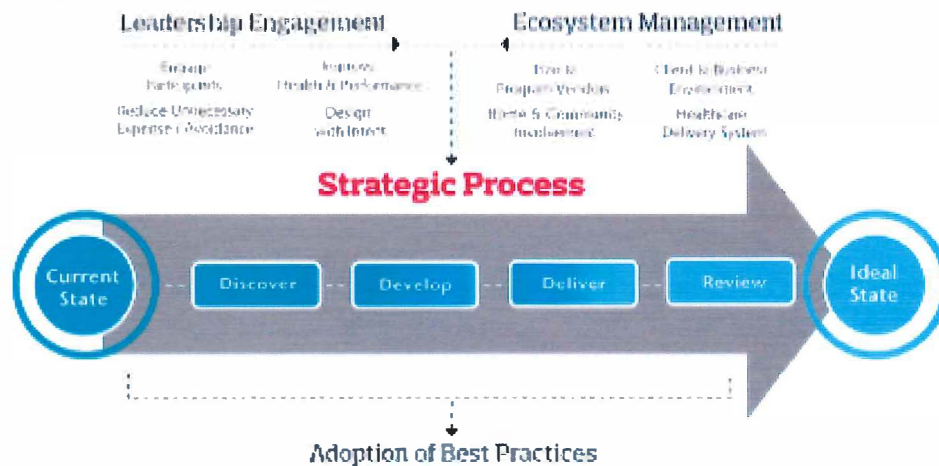


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2.1.9. Assist with the negotiation rates with vendors on bids and renewals.

Aon confirms and agrees. Because Aon manages \$100 billion in health and benefits spending each year, we bring significant influence to the table when negotiating on behalf of our clients. Our vendor relationships provide the County with a variety of vendor choices with proven performance to match your desired goals; along with superior program benefits and pricing given our position of negotiating strength. Additionally, our strong relationships with the vendors allow us to leverage our senior level contacts to bring speedy issue resolution and negotiate the best terms and conditions on behalf of the County.

2.1.10. Assist with providing education on benefit issues to staff.

Aon confirms and agrees. Aon keeps our clients informed of benefit issues on a regular basis. We believe it is helpful for each client to have regular access to the best information from Washington, worldwide, and across the firm as soon as it is available. We will continually incorporate staff education into the program development process, regular calls and strategy meetings. In addition, a wealth of information is also available from Aon's website.

The following publications are available free of charge:

- **Aon Bulletins**—Aon bulletins provide clients with the latest updates on relevant legislative and regulatory developments in the U.S. Our bulletins are not available via subscription, but Aon consultants can forward relevant bulletins to clients and many are posted on the Aon website
- **Washington Report**—This weekly email newsletter captures the key HR-related developments in Washington from the previous week. Occasionally, we also send comprehensive legislative and regulatory updates through our "Washington Report Special Edition." The Washington Report is available via subscription

In addition to routine updates, we will call or email you with any items that require immediate attention or which may be of particular interest. This process will be ongoing and proactive throughout our relationship with the County.

Aon HR Learning Portal

Aon recognizes that as an HR professional it may be hard to stay up-to-date on all the topics relative to your job. That is why we offer access to seven relevant courses via the Aon Learning Portal. These courses are approved for HRCI CE credit or preparation. The expected duration of each course correlates to the CE credit hours available. For example, an expected duration of one hour will correlate to one hour of CE credit available.

- **Essentials of Interviewing and Hiring: Conducting an Effective Interview**
- **Essentials of Interviewing and Hiring: Behavioral Interview Techniques**
- **HR as Business Partner: From Cost Center to Strategic Partner**
- **HR as Business Partner: Linking HR Functions with Organizational Goals**
- **HR as Business Partner: Managing Talent for Organizational Success**
- **Privacy and Information Security**
- **Talent Management: Retaining Talent**
- **Talent Management: Developing and Engaging Talent**

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2.1.11. Assist with coordination pre and post implementation audits. Thorough knowledge of current benefit trends for companies our size and structure to offer guidance on benefit plan selections

Aon confirms and agrees.

Phase IV—Implementation

Phase IV—Implementation Step 1a: Vendor Kickoff Meeting

Once a vendor is selected and negotiations are completed we work with the County and the selected vendor to schedule an implementation kick off meeting. We find that an in-person meeting is best in order for you to meet and connect with your new vendor team. Our support will include coordinating the meeting itself as well as working with you and the vendor to establish the agenda and determine the appropriate attendees. During the meeting, we take notes, determine next steps, and identify responsible parties for action items. We also establish the ongoing meeting cadence at this time. Finally, we discuss and plan the pre-implementation audit, if negotiated as part of the program.

Step 1b: Ongoing Implementation Calls

Based on the meeting cadence identified during the kickoff meeting, we attend ongoing calls alongside you and your vendor. We provide insight and recommendations on various decision points along the way and help keep the vendor accountable to keep the implementation process moving forward.

Step 1c: Implementation Wrap Up

After implementation is complete, we work with you and the vendor to document final decisions. At this time, we also assist you in providing feedback to the vendor and identifying any issues that would lead to a payment from the implementation performance guarantee. We are available to assist with any issues during the first few months the program is live.

Step 2: Pre-Implementation Audit

We work with the County and our specialty teams to coordinate and perform the pre-implementation audit, and review the program set-up to ensure that it is properly coded to ensure benefits are being administered as desired and to identify and fix issues before the program goes live to ensure minimal disruption to you and your employees.

Benefit Trend Guidance

Aon surveys have become industry standards for gathering directional data about cost trends, strategy, and design features of employer provided health care and other benefits, including public sector specific issues. We will use the results of these surveys to give you perspectives on what employers are currently doing and what they are planning to do—to craft your strategy and multi-year roadmap. In addition, we are able to filter these results by industry type, and provide industry-specific perspective. The key surveys we will utilize on your behalf include:

Annual Health Care Survey—Aon administers our proprietary Aon Health Survey to collect insights from more than 800 employers of all sizes, geographies, and industries. Responses provide a statistically valid, comprehensive view into current and emerging trends, broadly addressing employee health from a health and benefit perspective. The tool offers a variety of benchmarking capabilities to uniquely understand and prioritize future opportunities as opposed to looking backwards. The Aon Health Survey was designed in alignment with our Aon Point of View and organizes data to support client discussions throughout the year.

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2.2. 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.

Aon confirms and agrees. Aon invests more than \$10 million annually to build and maintain the most extensive health care and general benefits databases. During the Discover phase of our strategic planning process, we use our extensive industry-leading surveys and benchmarking tools to develop a competitive multi-year strategy and plan design.

We begin by analyzing the competitiveness of the County's current plans and identifying areas for improved cost and purchasing efficiencies. This information will provide a quantitative basis for your decision-making process as we evaluate potential changes to the current program.

Aon Bench

Aon Bench is a proprietary Aon database that captures benefits information for approximately 720 clients and 2,800 medical, dental and vision plans offered by our clients (as of February 2017). This platform will provide the County with market insights and a measure of how your benefit programs compare to the competition. Data is available for medical (including prescription drug), dental, and vision plans across a variety of industries, regions, and employer sizes. The type of information available via Aon Bench includes:

- Cost information—premiums, employee contributions, employer subsidies
- Specific plan design features: deductibles, various copays, in-network benefit coverage

Aon Bench features statistical distributions, attribute-by-attribute comparisons, and holistic summaries that tie in the financials with plan actuarial values. These features are integrated with Aon's actuarial valuation models.

Benefit Index

Our Benefit Index[®] remains the premier benefits tool for benchmarking the competitive value of benefit programs and modeling changes for the future. It uses actuarial techniques based on comparative relative value to evaluate the County's benefits relative to a peer group of organizations selected by you. Our database contains benefits information from more than 1,000 organizations of all types. It is perhaps the largest and most comprehensive database of its kind in the country. With Benefit Index you can:

- Determine the competitive value of your benefits
- Monitor what leading organizations are doing with their benefits
- Articulate your competitive position to employees and leadership
- Evolve benefit plans to meet the organization's changing objectives



Benefit Index can detail all major benefit areas, including retirement, health care, disability, death, tuition reimbursement/remission, and paid time off. Comparisons are illustrated with easy-to-understand speedometers that show at a glance which of your benefit programs are above, below, or average. Different scenarios can be added to model the impact of future design changes.

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Benefit SpecSelect™

Benefit SpecSelect™ is an internet-based, interactive tool that provides quick benefit design comparisons with any organization in the Aon database. The database provides the County with the critical data you need to make more informed decisions about your plan designs. This online tool is used to pull prevalence data on any benefit plan to benchmark your plan features against custom comparator groups. The County can:



- View benefit plan design information for health care, retirement income, death, disability, paid time off and work/life benefits
- Examine the detailed benefit plan design information for full-time employees on a named organization-by-organization basis
- Create aggregated reports of benefit plan prevalence information for peer groups
- Build peer groups based on organization name, employee group, industry, company type, state, metropolitan area, Fortune rank, Standard & Poor's 500, employee size or total revenue

The 2016 U.S. Benefit SpecSelect provides employee benefit provisions for over 1,700 major U.S. organizations, including hourly and salaried employees. The database provides plan details of benefit programs and their key design elements for all benefit areas, including:

- Overview of benefits
- Part-time benefits
- Health care—active medical, prescription drugs, dental, vision, hearing, postretirement
- Life insurance—group life, survivors' benefits, retiree life
- Disability—short-term, long-term
- Retirement—defined benefit and defined contribution
- Time off with pay—vacation, holidays, special provisions
- Stock purchase
- Work/life

Comparator groups are based on the following:



- Employee group
- State
- Industry
- Employee Size



- Company type
- Industry type
- Fortune type
- Sales size



- Year
- Metro
- Standard & Poor's 500
- Customized by selected employers

EXHIBIT A SCOPE OF SERVICES

2.3. *Be available to discuss and make recommendations on plan design and other benefits matters as a quality improvement partner.*

Aon confirms and agrees. Aon will attend all the County meetings it deems necessary. Typically we conduct onsite quarterly strategy sessions, which include data analysis. Our account teams constantly review and update any outstanding client HR tasks and we develop a customized cadence of calls and meetings necessary to achieve client objectives. If there are specific vendors (wellness, advocacy, transparency, carrier, etc.) that require more in depth management, dedicated calls are conducted relative to those specific issues.

We are available to meet with the County either in-person or via conference call to review benefits matters and discuss open items, monitor vendor performance—including performance guarantee updates, discuss network and capability updates, and touch base on the status of projects. During busy times such as renewal planning, we can schedule additional meetings to discuss any outstanding items.

3. BASIC SERVICES FOR ACTUARIAL AUDITOR

Aon is a leading benefits consulting firm with nearly 80 years of experience providing financial and actuarial services outlined in below. Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance. Most notably, we are local with key individuals on your account team based in our Miami and Tampa offices.

Aon's Health & Benefits public sector practice consists of over 100 consultants and actuaries around the United States who consult with states, cities, counties, municipalities, transit agencies, schools, and other public sector entities of all sizes. We provide health and benefits consulting advice to over 225 states, cities, counties, and public agencies around the country.

For the 12 public sector clients with greater than 1,000 employees that are serviced out of the Greater Florida offices, we provide the full scope of employee benefit consulting similar to the services requested in this RFP such as: actuarial (112.08 filing, projections, modeling, communications, wellness, vendor management, data analysis, plan design modeling, rate and contribution modeling, marketing and renewal of benefit programs, compliance guidance, open/annual enrollment support, attending monthly insurance committee meetings, and board presentations.

Aon has more than 150 actuaries at our disposal, and we will draw upon these resources to assist the County in developing a strategy to manage the risks and opportunities in your programs in order to help you execute on that strategy. Aon employs the largest number of actuaries of any consulting firm. They are client facing and have exceptional tools and resources to accurately project and couple the valuation assignments. We routinely produce actuarial studies for:

- 112.08 Reports
- GASB 45 Filings
- Plan Modeling
- Early Retiree Models
- Annual Reporting
- Accounting Requirements Documents

EXHIBIT A SCOPE OF SERVICES

3.1. *Preparation of actuarial reports for County's self-funded health/dental insurance plans including three year projections.*

Aon confirms and agrees. Aon's approach to accurate rate development is to invest in understanding the County's programs, populations, and rate development philosophy. We have found that without a complete understanding of these issues, the inputs and assumptions can be inaccurate and the corresponding results undesirable. We will develop a comprehensive understanding of the County, your business, culture, and employees to support our strategic conversations and financial discussions.

- The budget rate and contribution development process includes the following steps:
- Develop self-insured premium rates using historical experience
- Model alternative scenarios that incorporate strategic direction and risk tolerance
- Present and discuss preliminary results to the County
- Finalize contribution structure based on the County team direction and decisions
- Document final premium rates and key assumptions used in developing the rates

We will develop per capita claim costs for medical and prescription drug plans. Claims are analyzed and projected to the desired time period in order to develop budget rates. Claims are trended and adjusted for the impact of plan design changes, demographic changes, network changes and risk characteristics of the covered population, while also taking into account the impact and volatility of large claims. If the County has a specific need, we can also build enhancements into the rating process. For example, if you are offering a new health plan design, we will extensively review and analyze enrollment projections, potential adverse selection, and impact on trend.

3.2. *Prepare and submit all required reporting of the health/dental plan to the State of Florida.*

Aon confirms and agrees.

- We will provide the following services in support of the 112.08 required filings for the County.
- Actuarial Development of 3-year claims projection
- Actuarial IBNR development
- Prepare, produce and sign the FL 112.08 and other additional documentation for state notification of self-funded medical program including the following:
- The adequacy of contribution rates in meeting the level of benefits provided and the changes, if any, needed in the contribution rates to achieve or preserve a level of funding deemed adequate to enable payment of the benefit amounts provided under the plan and a valuation of present assets, based on statement value, and prospective assets and liabilities of the plan and the extent of any unfunded accrued liabilities
- A plan to amortize any unfunded liabilities and a description of actions taken to reduce unfunded liabilities
- A description and explanation of actuarial assumptions
- A schedule illustrating the amortization of any unfunded liabilities

EXHIBIT A SCOPE OF SERVICES

3.3. *Prepare funding analysis as required for any proposal plan changes.*

Aon confirms and agrees. Aon has extensive experience in developing client-specific executive level reporting to monitor experience, track plan costs and utilization trends and project adequacy of funding levels. In addition to our internal data analytics solution, Truven®, we will partner with the County's health and welfare vendors to analyze monthly or quarterly reports that provide you with the key measures needed to monitor your plans' performance. Monitoring this reporting information closely on a quarterly basis will help to ensure that the County is optimally managing its investment in health and welfare benefits. Additionally, Aon can track the performance of The County's self-funded plans using our proprietary Experience Monitoring Report (EMR), customized to your specifications. This report provides ongoing reconciliation of actual versus budgeted claims and continuously revises your health and welfare program budget using the most current experience data available. The report will accomplish the following:

1. Assess the sufficiency of current budget rates versus emerging claims experience
2. Review the emerging and historical per capita costs by coverage or plan type
3. Measure the extent that projected budgeted rates are overstated or understated based on the most current information, and project next year's rates and budgets
4. Forecast plan cost into future years
5. Compare and contrast current plan performance to prior time periods

3.4. *Perform an actuarial accounting and reporting of costs and obligations, in accordance with the Governmental Accounting Standards Board (GASB) 45, of costs and obligations related to Lee County's other post-employment benefits (OPEB).*

Aon confirms and agrees. Aon's actuaries have worked with state and local governments of diverse sizes throughout the United States to help value and manage OPEB liabilities. We have the expertise to help the County understand the potential impact of the new GASB standard by:

- Determining the County's OPEB liability in accordance with GASB 45;
- Discussing with the County the pros and cons of pre-funding versus "pay as you go" funding;
- Determining the feasibility and appropriateness of building reserve funding;
- Providing insight on potential plan design changes to optimize the relationship between retiree benefits and OPEB liability in accordance with the County's goals; and
- Providing a ten-year cash flow analysis (or "pay as you go") on retiree health costs to show any patterns to be expected due to the specifics of the County's population.

The challenges are significant and require a benefits consulting firm that is responsive, has technical expertise in the public sector, has the depth and breadth of resources necessary, and is capable of bringing new ideas to the County. Your Aon team will consist of members from our Actuarial Services and Employee Benefit Groups. All of these team members have current experience working with public sector entities and success operating in this challenging and rewarding environment. We would be happy to provide a list of references for the County to contact to hear how we have worked hand in hand to meet organization objectives.

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4. COMMUNICATIONS

4.1. *Assist with preparing information and materials to communicate benefits to employees, entities and Board for any proposal plan changes.*

Aon confirms and agrees. Our communication approach, *Know How*, is powered by Aon's 70 years of experience, extensive consumer research, and interactions with more than 21 million employees, retirees, and family members.

We believe *Know How* is how benefits communication should be:

- Simple.
- Straightforward.
- Easy to use.

Our engaging *Know How* packages help you present a concise overview of the benefits you provide so your employees can apply "know how" to enrolling in coverage that is right for them. Your logo, along with our best-practice graphic design, is applied to every piece and we deliver through print and electronic communication channels that provide your employees a variety of informational touch points to communicate your health and welfare benefits program and enrollment.

The best-practice approach built into every *Know How* package helps you ensure that your employees have information that will help them take action when it's time to enroll. We also offer optional wellness articles and ready-to-go videos to reach your employees and inspire them to act.

Aon's award winning Communication Consulting practice can offer the County unparalleled employee communication expertise. Our team has served clients across the United States and has extensive experience in all areas of benefits and human resource communications. The practitioners work closely with you and your account team to understand the County's objectives, target audiences, media preferences, and organizational culture.

The most appropriate method or combination of methods for the enrollment will be determined during the planning phase when we have learned more about your employee demographics and overall organizational goals. Aon delivers the same personalized enrollment experience face-to-face or by phone, so the employees will enjoy exceptional service no matter which methodology is used. Also available are flexible enrollment scheduling arrangements, including executive enrollments and access to bi-lingual benefit counselors.

The online enrollment system follows the same process flow as the telephonic and face to face enrollments ensuring that regardless of the enrollment mechanism, employees are provided with the same personalized experience. We can provide the following enrollment and communication methods for your employee population:

Education and Administrative Solutions at Enrollment (with active Voluntary Benefit enrollment)

Aon will design a comprehensive communications campaign to introduce and clearly explain the voluntary benefit products and how these products supplement the core benefit offering. The goal of the communications campaign is to educate employees on all their benefit options, empower them to make informed decisions and prepare them for the open enrollment process.



EXHIBIT A SCOPE OF SERVICES

We will start by developing clear and concise content that is easy to understand, complemented by innovative creative designs that will engage your employees' attention. To be effective, the content must reach its audience, which is why we put as much imagination into the delivery of the content as the design. Our communications campaign will include a review of the objectives, message, and culture, and offer a customized campaign specific to the client. During content and curriculum creation, we will review existing benefit media and Summary Plan Descriptions (SPD) and craft content (our in-house copywriters), with final approval by the client.

We provide a complete pre-communication campaign consisting of print, electronic, and web-based communications for the enrollment. The enrollment campaign will consist of a "custom themed" event that may include: posters, postcards, manager memos, email blasts, benefit brochures, flyers, videos, and educational web portals. Communication materials are distributed at various times during the implementation process.

Enrollment Optionality

The most appropriate method or combination of methods for the enrollment will be determined during the planning phase when we have learned more about the clients' employee demographics and overall organizational goals. Aon delivers the same personalized enrollment experience face-to-face or by phone, so the employees will enjoy exceptional service no matter which methodology is used. Also available are flexible enrollment scheduling arrangements, including executive enrollments and access to bi-lingual benefit counselors. The online enrollment system follows the same process flow as the telephonic and face to face enrollments ensuring that regardless of the enrollment mechanism, employees are provided with the same personalized experience. We can provide the following enrollment and communication methods:

- **Self-Service:** An online, easy to use, linear employee self-service portal
- **Call Center:** Employees can access a certified benefit counselor via a dedicated 1-800 number
- **Enrollment Café:** (Counselor assisted self-service.) On-location benefits counselors assist employees in a group setting
- **Face-to-Face:** Employees can meet with a certified benefits counselor onsite at their work location

Voluntary Benefit Solution

Aon has worked with our carrier partners to develop a simplified product offering that is exclusive to Aon clients. Our carrier partners have agreed to cost effective plan designs, exclusive underwriting, and guaranteed coverage that bring extra value to our clients. For group and voluntary plans such as life, critical illness, accident, hospital indemnity, short-term disability, ID Theft protection and Group Legal, we are able to determine eligibility, embed enrollment within the normal enrollment flow, include on the payroll deduction file to the client and provide a carrier file feed.

Incorporating the simplified plan design into the enrollment system has proven to be very effective in helping employees better understand their choices and how the voluntary plans supplement the core benefits. Our model offers employees a few simple choices, eliminating the intimidating underwriting process. We believe our Voluntary Benefits Plan Offering demonstrates value to our clients in the following ways:

- Provides employees with a choice of benefits that fit their specific health care needs
- Provides options that help employees protect their out-of-pocket exposure if an unexpected health event occurs
- Savings for plans that employees already participate in such as auto/home insurance
- Savings on other services like legal (will or living trust, traffic tickets, divorce) or ID theft protection
- Provides options that help optimize their benefits by backing up their HSA/FSA/HRA plan(s)
- Help employees make healthier buying decisions

EXHIBIT A SCOPE OF SERVICES

Voluntary Extended Lines of Coverage Offered

We offer numerous extended lines of coverage that are fully optional. Our voluntary extended lines of coverage include:

- | | | |
|----------------------|-------------------------|------------------|
| • Critical Illness | • Voluntary Life | • Legal |
| • Accident | • Dependent Life | • Identity Theft |
| • Hospital Indemnity | • Short Term Disability | • Pet Insurance |
| • Basic Life | • Group Home/Auto | |

Provide a sample copy of an actuarial other post-employment benefit report(s) (OPEB) done by your firm for health and dental proposals.

See attached GASB-OPEB report, included in Tab 5

Provide a sample of a Wellness Initiative done by your firm.

See attached wellness initiative, included in Tab 5

Confirm that the Proposer will establish and maintain a quality control plan to assure the requirements of the contract are met by Proposer and its subcontractors, if any.

Confirmed and agreed. Aon will not use any subcontractors in the delivery of the core scope of services.

Confirm that the Proposer will assure that its staff are qualified, properly trained, appropriately instructed and monitored to perform the services required under the contract.

Confirmed and agreed. In addition to the resumes that outline the qualifications of the staff assigned to the County, it is important to understand that Aon continues to invest in colleague development to provide our clients with access to the best intellectual capital in the industry. In addition to hiring top talent to serve clients, we created Aon University, developed curricula for colleagues in varying role families, and refreshed our performance management system to reward exemplary service delivered to our client base.

Aon's career development program contributes to the development of our colleagues by providing industry knowledge and resources. Our training combines experiential learning, feedback, and education. We believe that the most effective method for building skills is through on-the-job experience. The table below captures some, but not all, of the types of learning opportunities we provide our colleagues.

Experience	Feedback	Education
On-the-job Learning	Assessments	Classroom
Special Projects/Rotations	Coaching	Virtual Classroom
Action Learning	Mentoring	Computer-based training
Communities of Practice	Project/Assignment Debrief	Degree Programs
Certifications and Continuing Education Units		

Aon's primary resource to help colleagues serve our clients and grow their careers, Aon University, delivers more than one million hours of learning each year—online and via our training centers. Aon University curriculum is embedded with diversity and inclusion concepts, key aspects of Aon's culture, the Aon operating model, and our client-centric values. Through the curriculum, colleagues access three types of programs linked to each career stage:

- **Signature Programs** are Aon's marquee development programs, available on a nomination-only basis
- **Business skills programs** are available to all colleagues and teach the "Aon way" through programs targeting both professional and management track roles
- **Technical programs** support knowledge critical to Aon's ability to serve clients and run the business

EXHIBIT A SCOPE OF SERVICES

Confirm that the Proposer will develop a system for monitoring compliance with all services.

Confirmed and agreed.

Compliance Temperature Check

Aon can help the County remain compliant by providing you with a temperature check—an overview of Affordable Care Act provisions that apply to employer-sponsored group health plans. This process also helps apprise you of Affordable Care Act requirements. You will receive a summary results report and a checklist of notices and disclosures that you are required to distribute to participants. You are also interviewed by H&B Legal Consultant to help reduce the risk of non-compliance with Federal notice requirements that apply to employer sponsored group health plans. We will then provide sample model notices, as needed.

Compliance Assessment

For a more comprehensive diagnostic, an Aon legal consultant will meet with you to explain the requirements covered in a Compliance Assessment, followed by a second meeting to discuss your responses and answer your questions. The Compliance Assessment covers your primary medical plan and summary plan description. Some of the specific topics covered by the assessment include:

- COBRA
- HIPAA special enrollment and creditable coverage requirements
- HIPAA (privacy/security, nondiscrimination, special enrollment, and creditable coverage)
- Women's Health and Cancer Rights Act
- Cafeteria plan change-in-status rules
- Nondiscrimination testing results
- Annual disclosure to plan participants required by CMS related to prescription drug coverage

Compliance Checklist Section	Subsection	Source of Information	Score	Compliance Concerns Identified	Suggested Correction
ERISA Reporting and Disclosure	Summary Plan Description (SPD) ERISA Section 502	Reviewed and validated SPD Inhibitor (Annex 1, 2) and SPDs from previous years		The SPD contains no information regarding ERISA ERISA Sec. 502 and its regulations.	Review that SPD is updated with missing information to be required. Verify that it meets the requirements describing ERISA disclosure obligations.
Compliance with ERISA Medicare Requirements	Medicare Part D	Interview with ABC Client Employee Representative		ABC Client failed to submit an oral Medicare Part D disclosure for ABC Client.	Review that the client has been notified of the requirements for disclosure of plan year.
ERISA Privacy/Security Rules	Reviewed ERISA Privacy/Security Policy and Procedures	Interview with ABC Client		ABC Client indicated that a Plan documented ERISA Privacy/Security Policies compliant with the ERISA ERISA requirements, including written notification of the Plan of ERISA rules.	None

The next step is a review of the County's primary medical plan documentation. Aon's assigned legal consultant will request a copy of the medical plan document and SPD, plus other key documents that are used as part of the County's administration of its medical plan. After the plan documentation is reviewed, Aon will provide you and your legal counsel with a compliance scorecard. The scorecard is intended to help the County assess what areas of administration and documentation need improvement from a compliance perspective.

EXHIBIT A SCOPE OF SERVICES

Compliance dashboard

Employers need a tool to simplify the seemingly complex and intimidating world of compliance—one that automates this paperwork-intensive process, is easy to use, and presents concise and relevant information. Aon's Compliance dashboard minimizes our clients' liability and saves them time.

Compliance dashboard:

- Informs you when a compliance task is due
- Provides the material and information to complete the task
- Monitors progress and sends reminders if needed
- Documents results providing an audit report



Through the innovative combination of web technology and legal research, it helps ensure employer compliance with health plan laws and mandates. This interactive web portal will tell you what you have to do and when you have to do it. Compliance dashboard is now used by hundreds of employers as an essential tool for health and welfare plan compliance.

Set forth a statement of fees and expenses for the services to be provided. The Proposer may, at their discretion, discuss alternate pricing models they wish to propose. The fees may be negotiated with awarded Proposer.

The structure we use to determine our fees is flexible. Our services are set forth in a clear scope of services agreement. The service agreement confirms roles and responsibilities, expected deliverables, timelines and the agreed upon amount of compensation. Typically, we agree upon the scope of services and bill monthly for the annual fee. We propose delivering the outlined scope for \$175,000, which the fee arrangement under which we have operated with the County for the last five years.

Many of our clients prefer fees offset by commissions, which allows their employees to participate in the overall cost of managing the program. Utilizing commissions allows your current employee contribution structure to lessen the financial impact on The County. It also eliminates the need for specific checks to be cut by The County and can provide funding for additional projects outside the current scope.

That said, Aon will utilize the approach desired by The County and disclose any and all financial arrangements with associated vendors. Our compensation, negotiations and scope of services are completely transparent and consistent whether we work on a fee or commission basis. Aon has a strict transparency policy and places the utmost importance on the value of our services and the results we achieve with our clients.

- We clearly define in our client service agreements those activities that are core and those that are ad hoc.
- We mutually establish metrics so Aon and its clients can monitor the value of our specific services.
- We deliver a stewardship report that describes our activities and the results delivered for The County and future plans.

We disclose all fees and commission schedules and require written client approval prior to binding coverage.

EXHIBIT A SCOPE OF SERVICES

The Vendor has assigned the following personnel to this Contract:

TAB 4: Personnel

Provide a detailed description of the firm's specific project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed.

Lee County Board of County Commissioners Account Team

H&B Senior Consultant	Account Executive	H&B Senior Consultant
Janice Belmonte Senior Consultant 813 390 2954 Janice.Belmonte@aon.com	Jonathan Anderson Vice President 904 673 6796 Jonathan.Anderson@aon.com	Amy Booher Senior Consultant 813 636 3025 Amy.Booher@aon.com
Roles & Responsibilities		
<ul style="list-style-type: none"> •Resolve day-to-day issues •Review contracts for accuracy •Manage RFP process •Monthly and quarterly reports •Manage client service calendar •Manage performance guarantees 	<ul style="list-style-type: none"> •Accountable for client service delivery •Lead strategic client planning process •Prepare & deliver Client Promise •Develop & execute client service plan •Marshal Aon resources •Monitor insurance market conditions 	<ul style="list-style-type: none"> •Resolve day-to-day issues •Review contracts for accuracy •Manage RFP process •Monthly and quarterly reports •Manage client service calendar •Manage performance guarantees
Lead Actuary	H&B Analyst	Relationship Manager
Amanda Brooke Kross Vice President 772 579 1336 Amanda.Brooke.Kross@aon.com	Emily Tinovez Analyst 813 468 6843 Emily.Tinovez@aon.com	Jeffrey Janks Vice President 813 363 3556 Jeff.Janks@aon.com
Retiree SME		
Mitzi McLean Assistant Vice President 336 728 2190 mitzi.mclean@aon.com		

Legal/Compliance	Pharmacy	Health & Wellbeing	Data Analytics	Communications
Our expert team of Health and Benefits, Legal and Compliance consultants will support regular updates, one-off questions, and compliance review of BPO's and documents.	Our Pharmacy practice will provide expert consulting on design and cost management strategies in this area, as well as vendor selection and support with renewal negotiations.	Our Health & Wellbeing team designed a Toolkit that includes: tools, templates, and guidance to assist clients in building a case for workforce health and wellbeing, develop a comprehensive strategy and tactical plan, and select a vendor partner that will meet their needs today and into the future.	We offer a robust suite of data analytics and reporting, modeling, and performance tracking and monitoring services for our clients.	We offer a variety of communication solutions that are simple, straightforward, and easy to use. These solutions will help you present a concise overview of the benefits you provide.

Lee County Board of County Commissioners | H11118115LKD
Aon Consulting, Inc. | 06/19/18



**EXHIBIT B
FEE SCHEDULE**

The County shall pay the Vendor \$175,000.00 per year in twelve (12) equal installments, invoiced monthly.

EXHIBIT C INSURANCE REQUIREMENTS

Ver 06/04/2017-5

36.2. Insurance Guide:



Major Insurance Requirements with Professional Liability (modified coverage)

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

not less than \$5 million per occurrence and \$5 million aggregate for bodily injury and property

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) and aggregate for bodily injury and property damage for all vehicles used in connection with the operations of the vendor.

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, 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:

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

- d. **Professional Liability/Errors & Omission Insurance** in an amount not less than \$5 million per occurrence/aggregate to cover all aspects of liability having to do with administration of health plans, including but not limited to all aspects of managed care and provider contracting, eligibility and contractual liability, medical malpractice, etc.

*The required minimum limit of liability shown in a., b., and c. 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."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section