



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
AGREEMENT
CONTRACT NO. 24-A0173
HEALTH BENEFITS CONSULTANT**

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Dr, Brooksville, Florida, 34604 a political subdivision of the State of Florida, hereinafter called the "COUNTY" and RSC INSURANCE BROKERAGE, INC., 160 Federal Street, Floor 4, Boston, MA, 02110, duly authorized to conduct business in the State of Florida, hereinafter called the "RSC INSURANCE BROKERAGE".

RECITALS:

- a) COUNTY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
- b) RSC INSURANCE BROKERAGE is an active corporation, existing under the State of Massachusetts, experienced in the foregoing and agrees to perform these services for the County under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between the COUNTY and RSC INSURANCE BROKERAGE as follows:

**SECTION ONE
NATURE OF WORK**

RSC INSURANCE BROKERAGE will perform broker, consulting and advisory services on behalf of the COUNTY with respect to its benefits program, as more particularly described in Exhibit "A", attached hereto.

**SECTION TWO
PLACE OF WORK**

RSC INSURANCE BROKERAGE agrees, on request, to come to the COUNTY'S offices in Brooksville, FL, or such other places as reasonably designated by the COUNTY, to meet with representatives of the COUNTY, as necessary.

**SECTION THREE
TIME DEVOTED TO WORK**

In the performance of services, the services and hours RSC INSURANCE BROKERAGE is to work on any given day, will be entirely within RSC INSURANCE BROKERAGE'S control and the COUNTY will rely upon RSC INSURANCE BROKERAGE to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is initially to source and provide on a cost effective basis, the benefit programs required by the COUNTY to be effective as of October 1st of each year, providing for adequate time to hold an orderly open enrollment period of employees. The COUNTY will provide the necessary support documents so RSC INSURANCE BROKERAGE can provide the benefit analysis in a time frame appropriate for an October 1st effective date. County reserves the right to revise the effective date.

**SECTION FOUR
PAYMENT**

RSC INSURANCE BROKERAGE will be compensated through payment of commissions received from the various carriers who have contracted with the COUNTY to provide coverage to the COUNTY as outlined in Exhibit "B" – Compensation. The annual services to be provided by the RSC INSURANCE BROKERAGE to the COUNTY is described in Exhibit "A" – Scope of Services, including the BenTek software, which includes monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing. The undertaking by RSC INSURANCE BROKERAGE to perform professional services defined with this Agreement extends only to the services specifically described herein. If upon the request of the COUNTY, RSC INSURANCE BROKERAGE agrees to perform additional services hereunder, the COUNTY

shall pay RSC INSURANCE BROKERAGE for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) mutually agreed upon through negotiation pursuant to an Amendment to this Agreement, as executed by all parties to this Agreement addressing additional services.

As an independent contractor, RSC INSURANCE BROKERAGE shall pay all expenses in connection with its consulting business and RSC INSURANCE BROKERAGE shall not incur any indebtedness on behalf of the COUNTY with this Agreement.

SECTION FIVE TERM

The period of the Agreement shall extend for thirty-six (36) months **retroactive** from April 12, 2024. The Agreement may be extended, by mutual agreement, for two (2) additional twelve (12) month periods up to a cumulative total of sixty (60) months. The COUNTY will notify RSC INSURANCE BROKERAGE, in writing, no later than thirty (30) days prior to expiration of the Agreement as to its desire for extension.

SECTION SIX STATUS OF RSC INSURANCE BROKERAGE

This Agreement calls for the performance of the services of RSC INSURANCE BROKERAGE as an independent contractor, and RSC INSURANCE BROKERAGE, an active Florida corporation, will not be considered an employee of the COUNTY for any purpose.

SECTION SEVEN INDEMNIFICATION

To the fullest extent permitted by Florida law, the RSC INSURANCE BROKERAGE covenants, and agrees that it will indemnify and hold harmless the COUNTY and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any negligence or wrongful misconduct by RSC INSURANCE BROKERAGE during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the RSC INSURANCE BROKERAGE nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property to the extent directly caused or resulting from the negligence or wrongful misconduct of the COUNTY or any of its officers, agents, or employees.

SECTION EIGHT TERMINATION

Termination for Default:

- A. The COUNTY may, by written notice to the RSC INSURANCE BROKERAGE, terminate this Agreement for default in whole or in part (delivery orders, if applicable) if the RSC INSURANCE BROKERAGE fails to:
 - i. Provide services that comply with the scope of services herein or fails to meet the County's performance standards.
 - ii. Performs the services within the time specified in this Agreement or any extension.
 - iii. Make progress so as to endanger performance of this Agreement.
 - iv. Perform any of the other provisions of this Agreement.

- B. Prior to termination for default, the COUNTY will provide adequate written notice to RSC INSURANCE BROKERAGE through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of RSC INSURANCE BROKERAGE in accordance with the County's Procurement Ordinance. The RSC INSURANCE BROKERAGE shall be liable for any damage to the County resulting from the RSC INSURANCE BROKERAGE's default of the Agreement; provided, RSC shall not be liable for COUNTY'S cost of performance or any cost of performance by another provider.

- C. In the event of termination by the COUNTY for any cause, the RSC INSURANCE BROKERAGE will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the RSC INSURANCE BROKERAGE shall:

- i. Stop work on the date and to the extent specified.
- ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- iii. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- iv. Continue and complete all parts of that work that have not been terminated.

D. If the RSC INSURANCE BROKERAGE's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the RSC INSURANCE BROKERAGE, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

Termination for Convenience: The COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in the COUNTY's interest. If this Agreement is terminated, the COUNTY shall be liable only for services delivered and accepted. The COUNTY's Notice of Termination may provide RSC INSURANCE BROKERAGE ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Agreement in its entirety.

SECTION NINE LITIGATION AND WAIVER OF JURY TRIAL

This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

SECTION TEN GENERAL REQUIREMENTS

The COUNTY is exempt from Federal Excise Taxes and all Sales Taxes.

RSC INSURANCE BROKERAGE shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the RSC INSURANCE BROKERAGE desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the RSC INSURANCE BROKERAGE shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the COUNTY. It is agreed that only Specialists, Sub-Professionals and/or other Professionals which have been approved by an authorized representative of the COUNTY will be used by the RSC INSURANCE BROKERAGE. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, if applicable, permit or authorize the RSC INSURANCE BROKERAGE to perform less than the total contract work with other than its own organization.

The RSC INSURANCE BROKERAGE shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

This Agreement may be amended, extended, or renewed only with the written approval of the parties.

Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and supplemental agreement(s) of

such a nature as required may be entered into by the parties in accordance herewith.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

Unless otherwise required by law or judicial order, the RSC INSURANCE BROKERAGE agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing.

All notices required to be served on the RSC INSURANCE BROKERAGE shall be served by Registered or Certified mail, Return Receipt Requested, to RSC INSURANCE BROKERAGE'S address and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the Chief Procurement Officer, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

Hernando County reserves the privilege of auditing RSC INSURANCE BROKERAGE'S records, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditures; therefore, with respect to any express or implied agreement between Hernando County and RSC INSURANCE BROKERAGE. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract.

**SECTION ELEVEN
INSURANCE**

RSC INSURANCE BROKERAGE shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the COUNTY of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Agreement.

WORKERS' COMPENSATION: As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....Minimum:	\$100,000 each accident \$100,000 by employee \$500,000 policy limit

GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....	\$1,000,000
GENERAL AGGREGATE.....	\$2,000,000
PERSONAL/ADVERTISING INJURY.....	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....	\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....	\$50,000
MEDICAL EXPENSE (Any one (1) person).....	\$5,000

ADDITIONAL INSURED: RSC INSURANCE BROKERAGE agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

WAIVER OF SUBROGATION: RSC INSURANCE BROKERAGE agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit RSC

INSURANCE BROKERAGE to enter into an pre-loss agreement to waive subrogation without an endorsement, then RSC INSURANCE BROKERAGE agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should RSC INSURANCE BROKERAGE enter into such an agreement on a pre-loss basis.

AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. **COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

PROFESSIONAL LIABILITY (if applicable): including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

CYBER INSURANCE: network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times and during the term of the contract and for a period of two (2) years thereafter.

EXCESS/UMBRELLA LIABILITY (if applicable): RSC INSURANCE BROKERAGE shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Agreement.

SUBCONTRACTORS (if applicable): All subcontractors hired by RSC INSURANCE BROKERAGE are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the county as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

RIGHT TO REVISE OR REJECT: COUNTY reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. RSC INSURANCE BROKERAGE agrees to provide COUNTY with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by RSC INSURANCE BROKERAGE's insurer. If the RSC INSURANCE BROKERAGE receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notified that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the COUNTY by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners
ATTN: Risk Management
15470 Flight Path Drive
Brooksville, FL 34604

2. Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of the RSC INSURANCE BROKERAGE.
3. The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
5. The RSC INSURANCE BROKERAGE shall be required to provide a current Certificate of Insurance to the COUNTY prior to commencement of services.

Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of RSC INSURANCE BROKERAGE's obligation to maintain such insurance.

SECTION TWELVE E-VERIFY

RSC INSURANCE BROKERAGE is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, RSC INSURANCE BROKERAGE represents and warrants (a) that the RSC INSURANCE BROKERAGE is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the RSC INSURANCE BROKERAGE employees are legally eligible to work in the United States, and (c) that the RSC INSURANCE BROKERAGE has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of RSC INSURANCE BROKERAGE's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the RSC INSURANCE BROKERAGE unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the RSC INSURANCE BROKERAGE's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Procurement Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the RSC INSURANCE BROKERAGE's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the RSC INSURANCE BROKERAGE cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the RSC INSURANCE BROKERAGE from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

RSC INSURANCE BROKERAGE is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as pf each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.

9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

**SECTION THIRTEEN
ATTACHMENTS**

Attachments:

- Exhibit "A" Scope of Services
- Exhibit "B" Compensation
- Exhibit "C" BenTek Business Associate Agreement

This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The RSC INSURANCE BROKERAGE recognizes that any representation, statements or negotiations made by the COUNTY staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

PROFESSIONAL:
RSC INSURANCE BROKERAGE, INC.

By: Elizabeth Narverud

By: Kurt N. Gehring

Title: Chairwoman

Title: Managing Director

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Doug Chorvat, Jr.

Attest: Kate Grangard

Title: Clerk of Circuit Court & Comptroller

Title: Managing Director

Address for giving notices:
Hernando County Board of County Commissioners
20 N. Main Street
Brooksville, FL 34601

Address for giving notices:
RSC Insurance Brokerage, Inc.
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410
Attention: Cindy Thompson, VP-Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

With a copy to:
RSC Insurance Brokerage, Inc.
160 Federal Street, 4th Floor
Boston, MA 02110
Attention: Legal Department

EXHIBIT "A"

SCOPE OF SERVICES

BENEFITS CONSULTING/BROKER SERVICES

EMPLOYEE BENEFITS PROGRAM REVIEW

- ✓ Analysis and consultation of various funding types and risk levels including self-funding options and stop loss deductible levels
- ✓ Benefit plan design review and cost structure analysis
- ✓ Employer/employee-retiree contribution analysis
- ✓ Evaluate core and voluntary coverage offerings and review of any potential coverage gaps
- ✓ Network disruption and discount analysis
- ✓ Consistent review of market trends and innovative product rollouts
- ✓ Consistent monitoring and analysis of claims experience to identify any areas of over utilization and recommend plan modifications if necessary (based on carrier's capabilities)

RENEWAL & BENEFITS MARKETING (RFP) SERVICES

- ✓ Establish renewal/market assessment timeline
- ✓ Request early first offer of renewals
- ✓ Review renewals and negotiate with carriers to obtain best possible costs & benefits
- ✓ Conduct the RFP process to market all lines of coverage as required, working with Purchasing as requested
- ✓ Request quotes for alternate plans and pertinent information necessary for carrier selection
- ✓ Analyze a variety of funding alternatives, and plan design options including high deductible plans to determine the most cost-effective option
- ✓ Negotiate additional value-added services such as multi line discounts, funding for technology & wellness, etc.
- ✓ Evaluate proposal responses and present analysis with competitive alternatives and creative strategies
- ✓ Provide renewal recommendations including any plan changes or contribution alternatives with cost savings analysis, member disruption
- ✓ Negotiate "best and final" offers when needed
- ✓ Provide Actuarial Services for annual 112.08 filing & COBRA rate setting
- ✓ Conduct pre-renewal strategy meeting 5-6 months prior to renewal to discuss benefits needs and goals, satisfaction with existing carriers, marketing strategy and renewal timeline
- ✓ Perform independent budget/renewal projections

BENEFIT PROGRAM IMPLEMENTATION SERVICES

- ✓ Spearhead the implementation of new benefits programs and/or plan changes
- ✓ Coordination and participation in implementation calls and meetings with leadership and applicable carriers
- ✓ Coordinate and review all SPD's (summary plan descriptions) and plan documents
- ✓ Review insurance contracts for conformity with administration of programs and negotiated terms
- ✓ Create open enrollment & additional customized member education materials as requested

OPEN ENROLLMENT & COMMUNICATION SERVICES

- ✓ Coordinating and conducting open enrollment meetings
- ✓ Providing additional staff to support multiple locations and time slots for employee meetings
- ✓ Arranging multilingual representatives (as needed)
- ✓ Creating and producing annual employee benefit booklets and other communication collateral
- ✓ Coordinating all materials or carrier/vendor participation for open enrollment
- ✓ Ensuring a smooth implementation with new vendors or plans to ensure that all necessary paperwork is complete, and applications and policies are accurate

ONGOING PROGRAM ADMINISTRATION SERVICES

- ✓ Expedite resolution of contractual, coverage, eligibility, service and billing disputes
- ✓ Conduct detailed reviews, analysis and projection sessions with leadership and staff at key points throughout the year to discuss organizational changes, provide legislative updates and industry trends, present renewal projections and claims reports, and address any carrier service issues
- ✓ Attend all additional Staff and Leadership meetings, as requested at no additional cost
- ✓ Provide education sessions to leadership, staff and employees/retirees as needed
- ✓ Conduct new hire enrollment meetings & educational sessions for members, as needed

ACTUARIAL SERVICES FOR SELF-FUNDED HEALTH PLAN

- ✓ 112.08 filing of actuarial soundness of self-insured health plans with State of Florida
- ✓ IBNR Reserve calculations
- ✓ Medical plan rate setting
- ✓ Budget Projections

COMPLIANCE & LEGISLATIVE UPDATES

- ✓ Provide access to the Client Portal for timely legislative updates
- ✓ Conduct annual legislative and ACA compliance review
- ✓ Provide assistance with ACA reporting and compliance planning
- ✓ Email newsletters, Webinars, and Seminars regarding legislative updates that impact our clients
- ✓ Easy-to-Read Legislative briefs summarizing developments in HR, Insurance and Employee Benefits

EMPLOYEE ADVOCACY & CLIENT SUPPORT

- ✓ Assisting employees with claim issues and benefit questions through our call center
- ✓ Assisting HR with billing and administrative issues
- ✓ Conducting employee surveys to determine employee satisfaction with the benefits plan
- ✓ Analyzing data to identify wellness and education targets
- ✓ Providing onsite educational meetings to staff and employees

WELLNESS CONSULTING

- ✓ Assisting with and coordinating attending health and wellness fairs
- ✓ Implementing, Managing, and Evaluating a wellness program and any ongoing wellness initiatives
- ✓ Negotiate and manage carrier-provided Wellness Funds
- ✓ Ensuring wellness program compliance with EEOC, ADA and ACA guidelines

ONGOING SERVICES THROUGHOUT THE YEAR

- ✓ Monthly claims utilization review and data analytics
- ✓ Large claim monitoring/stop loss reimbursement filing (when applicable)
- ✓ Provide periodic educational training sessions (onsite, seminars & webinars) and newsletters to educate leadership & decision makers regarding HCR, COVID-19 and other legislative updates
- ✓ Member assistance with claim challenges and appeals
- ✓ Provide custom email for members to access our service team (upon request)

VALUE ADDED SERVICES PROVIDED AT NO ADDITIONAL COST

- ✓ Clinic consulting and return on Investment analysis
- ✓ Legal resources for legislation and compliance questions on ACA, COBRA, 112.08, Section 125, HIPAA, etc. and other legislative updates
- ✓ Attendance at Gehring Group/Risk Strategies' Public Sector Insurance, Education, Innovation & Excellence Summit
- ✓ Participation in client networking and roundtable discussions
- ✓ Onsite and offsite training, seminars and education opportunities
- ✓ Access to Medical Consultant services

SPECIALTY TECHNOLOGY RESOURCES

- ✓ Provide the **Bentek**[®] – Online Enrollment & Administration SaaS Solution
- ✓ Access to **CAVU** – the public sector benchmarking solution
- ✓ Access to **Mineral** – Online human resources research tool

BENTEK[®] SERVICES

- ✓ Serves as system of record for employee benefits & eligibility, eliminating multi-site data entry
- ✓ Payroll audit feature to validate transmitted data to Bentek[®] on a per pay period basis.
- ✓ Ability to manage employee demographics, personnel data, coverage eligibility, dependent records, and beneficiary information in one system.
- ✓ Automatically transmission of electronic eligibility to insurance providers
- ✓ Easy access to employee Benefit Statements
- ✓ Access to current, historical, and future elections
- ✓ Review, pend and approve qualifying events
- ✓ Consolidated and vendor/carrier billing options
- ✓ RetireSweet – Retiree billing and administration functionality

EXHIBIT "B"

COMPENSATION

RSC INSURANCE BROKERAGE's proposed method of compensation is commission payable by the insurance carriers. RSC INSURANCE BROKERAGE offers full and complete disclosure of all direct and indirect compensation earned and no additional costs or fees will be charged at any time upon request of the client. The COUNTY has no obligation or responsibility to confirm the commission amounts shown herein.

Line of Coverage	Commission/PEPM*
Medical (Fully Insured)	1%
Medical ASO (Self Insured)	\$5 PEPM
Stop Loss (Spec & Agg)	8%
Dental	5%
Vision	10%
Life and AD&D	7.5%
Long-Term Disability	7.5%
Short- Term Disability	7.5%
Employee Assistance Plan	0%

*PEPM means Per Employee Per Month

EXHIBIT "C"
BENITEK BUSINESS ASSOCIATE AGREEMENT
(EXECUTED 2016)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) by and between Hernando County Board of County Commissioners, (“Client”), and BenTek, Inc. (“BenTek”) is made and entered into effective February 25, 2016.

RECITALS

WHEREAS, Client is a “covered entity” as those terms are defined in 45 C.F.R. § 160.103; and

WHEREAS, BenTek provides consulting services to Client; and

WHEREAS, as a result of such functions, Client has identified BenTek as a “business associate,” as defined in 45 C.F.R. § 160.103, of Client for purposes of the privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996, (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and the regulations issued thereunder; and

WHEREAS, BenTek acknowledges that it is a business associate, as defined in 45 C.F.R. § 160.103, of Client that may create, use, or disclose Protected Health Information or Electronic Protected Health Information on behalf of Client; and

WHEREAS, Client desires to obtain written assurances that BenTek will safeguard Protected Health Information or Electronic Protected Health Information created or received by or on behalf of Client.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- 1.1 “Breach” shall have the meaning set forth in 45 C.F.R. §164.402.
- 1.2 “Data Aggregation” shall have the meaning as the term “data aggregation” in 45 C.F. R. § 164.501.
- 1.3 “Designated Record Set” shall mean a group of health-related records about an Individual as provided in 45 C.F.R. § 164.501.
- 1.4 “Electronic Health Record” shall mean an electronic record of health-related information with respect to an Individual that is created, gathered, managed and consulted by authorized healthcare clinicians and staff.
- 1.5 “Electronic Protected Health Information” or “Electronic PHIP” means information that BenTek or its agent, including a subcontractor, creates, receives, maintains or transmits

from or on behalf of Client that comes within paragraphs 1(i) or 1(ii) of the definition of “protected health information” at 45 C.F.R. § 160.103.

- 1.6 “Genetic Information” shall have the meaning assigned to such term in 45 C.F.R. § 160.103.
- 1.7 “HIPAA” shall mean the health information privacy provisions under the Health Insurance Portability and Accountability Act of 1996, and regulations issued thereunder at 45 C.F.R. Parts 160 and 164, as amended by HITECH.
- 1.8 “HITECH” shall mean the Health Information Technology for Economic and Clinical Health Act and the regulations issued thereunder.
- 1.9 “Individual” shall mean a person who is the subject to the Protected Health Information of the Client, and shall include a person who qualifies as the Individual’s personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.10 “Limited Data Set” shall have the meaning assigned to such term in 45 C.F.R. §164.514(e)(2).
- 1.11 “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by BenTek from or on behalf of Client. Genetic Information shall be considered PHI.
- 1.12 “Required by Law” shall mean a mandate contained in an applicable state, federal, or local law that compels Client (or business associates acting on behalf of Client) to make a use or disclosure of PHI that is enforceable in a court of law.
- 1.13 “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined at 45 C.F.R. § 164.304. However, certain low risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided they do not penetrate the perimeter, do not result in an actual breach of security and remain within the normal incident level:
 - pings on the firewall;
 - port scans;
 - attempts to log on to a system or enter a database with an invalid password or username;
 - denial-of-service attacks that do not result in a server being taken off-line; and
 - malware such as worms or viruses.

- 1.14 “Subcontractor” shall have the meaning as the term in 45 C.F.R. § 160.103.
- 1.15 “Unsecured Protected Health Information” or “Unsecured PHI” shall have the meaning assigned to such term in 45 C.F.R. § 164.402 and guidance issued thereunder.

2. OBLIGATIONS OF THE PARTIES

- 2.1 BenTek shall safeguard all PHI and Electronic PHI created or received by BenTek on behalf of Client in accordance with HIPAA. BenTek shall implement administrative, physical and technical safeguards that prevent use or disclosure of the Electronic Protected Health Information other than as permitted by the Security Rules. Specifically, BenTek agrees to implement policies and procedures in accordance with 45 C.F.R. § 164.316 that:
- i. Prevent, detect, contain and correct security violations in accordance with the administrative safeguards set forth in 45 C.F.R. § 164.308;
 - ii. Limit physical access to electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed in accordance with the physical safeguards set forth in 45 C.F.R. § 164.310; and
 - iii. Allow access to electronic information systems that maintain Electronic PHI to only those persons or software programs that have been granted access rights in accordance with the technical safeguards set forth in 45 C.F.R. § 164.312.
- 2.2 BenTek shall not use or disclose PHI or Electronic PHI except as permitted or required by Article 3 of this Agreement or as Required by Law. BenTek shall notify Client of all requests for the disclosure of PHI and Electronic PHI from a law enforcement or government official, or pursuant to a subpoena, court or administrative order, or other legal request as soon as possible prior to making the requested disclosure. BenTek shall provide to Client all PHI and Electronic PHI necessary to respond to these requests as soon as possible, but no later than ten (10) business days following its receipt of a written request from Client.
- 2.3 Client shall provide to BenTek, and BenTek shall request from Client, disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if necessary or otherwise permitted by HHS regulations, the minimum PHI or Electronic PHI necessary to perform or fulfill a specific function required or permitted under the Agreement. “Minimum necessary” shall be interpreted in accordance with HITECH, and in any event shall not include any direct identifiers of individuals such as names, street addresses, phone numbers or social security numbers, except for a unique identifier assigned by Client as necessary for the strategic analysis.
- 2.4 BenTek shall comply with all granted restrictions on the use and/or disclosure of PHI, pursuant to 45 C.F.R. § 164.522(a), upon written notice from Client; provided, however, that Client shall not grant any restriction that affects BenTek’s use or disclosure of PHI without first consulting with BenTek.

- 2.5 BenTek shall comply with all granted requests for confidential communication of PHI, pursuant to 45 C.F.R. § 164.522(b), upon written notice from Client.
- 2.6 BenTek shall report to Client any use or disclosure of PHI not permitted by this Agreement of which BenTek becomes aware within fifteen (15) business days of its becoming aware, and will take such corrective action necessary, or as reasonably directed by Client, in order to prevent and minimize damage to any Individual and to prevent any further such occurrences.
- 2.7 Following the discovery of a Breach of Unsecured PHI, BenTek shall notify the Client without unreasonable delay and in no case no later than fifteen (15) days after discovery of the Breach. The notification shall include the identification of each Individual whose Unsecured PHI has been or is reasonably believed by BenTek to have been accessed, acquired, used or disclosed during the Breach. BenTek shall provide the Client with any other available information that the Client requires to notify affected individuals under the Privacy Rule.
- 2.8 BenTek shall make reasonable efforts to mitigate, to the extent practicable or as reasonably directed by Client, any harmful effect that is known to BenTek resulting from a breach of this Agreement or HIPAA that is directly caused by BenTek.
- 2.9 BenTek shall report to Client any Security Incident within five (5) business days of when it becomes aware of such Security Incident. BenTek shall mitigate to the extent practicable or as reasonably directed by Client any harmful effect that is known to BenTek of a Security Incident by BenTek.
- 2.10 BenTek shall take reasonable steps to ensure that any Subcontractor performing services for Client agrees in writing to the same restrictions and conditions that apply to BenTek with regard to its creation, use, and disclosure of PHI and Electronic PHI in accordance with 45 C.F.R. §§ 164.308(b)(2), 164.502(e)(1)(ii) and 164.504(e)(5). BenTek shall, upon written request from Client, provide a list of any Subcontractors with whom BenTek has contracted to perform services for Client. BenTek shall advise Client if any Subcontractor breaches its agreement with BenTek with respect to the disclosure or use of PHI or Electronic PHI. If BenTek knows of a pattern of activity or practice of its Subcontractor that constitutes a material breach or violation of the Subcontractor's duties and obligations under its agreement with the Subcontractor ("Subcontractor Material Breach"), BenTek shall cure the breach or provide a reasonable period for Subcontractor to cure the Subcontractor Material Breach; provided, however, that if BenTek cannot, or Subcontractor does not, cure the Subcontractor Material Breach within such period, BenTek shall terminate the agreement with Subcontractor, if feasible, at the end of such period.
- 2.11 BenTek shall, upon written request from Client, provide to Client a copy of any PHI or Electronic PHI in a Designated Record Set, as defined in 45 C.F.R. § 164.501, created or maintained by BenTek, and not also maintained by Client, within thirty (30) days of receipt of the request.

- 2.12 BenTek shall, upon written request from Client, make any amendment to PHI in a Designated Record Set maintained by BenTek within thirty (30) days of receipt of the request unless BenTek can establish to Client's satisfaction that the PHI at issue is accurate and complete.
- 2.13 If an Individual's PHI is held in an Electronic Health Record, BenTek shall provide requested copies in electronic format to the individual or to an entity or person designated by the Individual, provided such designation is clearly and conspicuously made by the Individual or Client.
- 2.14 BenTek shall make its internal practices, written policies and procedures, books, records, and other documents relating to the use and disclosure of PHI and/or Electronic PHI created or maintained by BenTek on behalf of Client available to the Secretary of the Department of Health and Human Services, or his or her designee, for purposes of the Secretary determining Client's compliance with HIPAA.
- 2.15 BenTek shall make available the information required to provide an accounting of disclosures made on and after the Effective Date, as necessary for Client to comply with 45 C.F.R. § 164.528, within twenty (20) business days of receipt of the request. BenTek shall provide one such accounting within a twelve month period without charge, but may make a reasonable charge for any additional such accountings within the same twelve month period.
- 2.16 BenTek shall maintain all records, other than those records that are also maintained by Client, for six (6) years from the date created or last in effect, whichever is later, as necessary for Client to comply with 45 C.F.R. § 164.530(j)(2).

3. PERMITTED USES OF PHI

- 3.1 BenTek may use and disclose PHI and Electronic PHI as necessary to provide services to Client, subject to Section 2.3 of this Agreement and consistent with the requirements of HIPAA.
- 3.2 BenTek may use and disclose PHI and Electronic PHI as necessary for the proper management and administration of BenTek or to carry out BenTek's legal responsibilities, subject to Section 2.4 of this Agreement and consistent with the requirements of HIPAA; provided, however, that BenTek may disclose the PHI and Electronic PHI for such purposes only if:
 - i. the disclosure is Required by Law, or
 - ii. BenTek obtains reasonable assurances that the party to whom the PHI or Electronic PHI is disclosed (a) will protect the confidentiality of the PHI and Electronic PHI, (b) will not further disclose the PHI or Electronic PHI except as Required by Law or for the purposes for which it was disclosed to the other party, and (c) will report any improper use or disclosure of the PHI and/or Electronic PHI to BenTek.

3.3 Except as otherwise limited in this Agreement, and to the extent provided for under this Agreement, BenTek may use PHI and Electronic PHI to provide Data Aggregation services to Client, as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. TERMINATION OF AGREEMENT

4.1 Except as described in Section 4.3, this Agreement shall continue in effect so long as BenTek provides service to Client involving maintaining, using or disclosing PHI or Electronic PHI, or otherwise retains a copy of PHI or Electronic PHI provided to BenTek by Client.

4.2 Client may terminate this Agreement at any time if Client discovers that BenTek has materially breached any provision of this Agreement.

4.3 If BenTek becomes aware of a pattern of activity or practice of the Client that constitutes a material breach or violation of the Client's duties and obligations under the Agreement, BenTek shall take reasonable steps and provide a period of thirty (30) calendar days for the Client to cure the material breach or violation. If the Client does not cure the material breach or violation within such 30-day period, BenTek shall terminate the Agreement, if feasible, at the end of such 30-day period.

4.4 Upon the expiration of Client's relationship with BenTek, and contingent upon the payment of all outstanding fees, BenTek shall return PHI and Electronic PHI to Client or Client's designated agent upon Client's request. If return of all PHI and Electronic PHI is not feasible, the provisions of this Agreement shall continue to apply to BenTek until such time as all PHI and Electronic PHI is either returned to Client or destroyed pursuant to BenTek's document retention policy, provided that BenTek shall limit further use of PHI and Electronic PHI only to those purposes that make the destruction or return of the PHI and Electronic PHI infeasible. Following the expiration of the relationship, BenTek agrees not to disclose PHI and Electronic PHI except to Client or as Required by Law.

5. NOTICES

Whenever, under this Agreement, BenTek is required to give notice to Client, such notice shall be sent via First Class Mail to:

Attention: Privacy Officer

Whenever, under this Agreement, Client is required to give notice to BenTek, such notice shall be sent via First Class Mail to:

Katherine Bellantoni, Privacy Officer
BenTek, Inc.
11505 Fairchild Gardens Ave.
Suite 202
Palm Beach Gardens, FL 33410

6. INDEMNIFICATION

BenTek agrees to indemnify Client, and any employees, directors, officers of Client (collectively "Client Indemnitees"), against all actual and direct losses resulting from or in connection with any breach of this Agreement by BenTek, or its partners, employees or other members of its workforce. Actual and direct losses shall include, but shall not be limited to, judgments, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) which are imposed upon or incurred by Client Indemnitees by reason of any suit, claim, action, investigation, or demand by any Individual, government entity, or third party. This obligation to indemnify shall survive the termination of this Agreement.

Client agrees to indemnify BenTek and any employees, directors, officers of BenTek (collectively "BenTek Indemnitees") against all actual and direct losses resulting from or in connection with any breach of this Agreement by Client, or any violation of HIPAA resulting from any improper use or disclosure of PHI and Electronic PHI pursuant to Client's direction. Actual and direct losses shall include, but shall not be limited to, judgments, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) which are imposed upon or incurred by BenTek Indemnitees by reason of any suit, claim, action, investigation, or demand by any Individual, government entity, or third party. This obligation to indemnify shall survive the termination of this Agreement.

7. AMENDMENT

The parties agree to negotiate in good faith any amendments necessary to conform this Agreement to changes in applicable law. BenTek further agrees to promptly attempt to amend its agreements with its subcontractors and agents to conform to the terms of this Agreement. In the event BenTek is unable to amend this Agreement or its agreements with its subcontractors in a way that is sufficient to satisfy the requirements under HIPAA, Client may terminate this Agreement in accordance with Section 4 upon thirty (30) days written notice.

8. TERMS OF AGREEMENT GOVERN

Any ambiguity in this Agreement shall be resolved in a way that permits compliance with HIPAA. In the event of a conflict between the terms of this Agreement and any other contract or agreement between Client and BenTek, this Agreement shall govern.

9. REGULATORY REFERENCES


A reference in this Agreement to a section in the Privacy Rules or Security Rules means the section as in effect or as amended, and for which compliance is required.


* * *

IN WITNESS HEREOF, the parties have executed this Agreement by their respective duly authorized officers or representatives.

CLIENT

BENITEK, INC.

By: 
Title: Chairman, B.O.C.C.
Date: 3-22-16

By: 
Title: CONTROLLER
Date: 2/26/16

BenTek® Professional Services Agreement

This Professional Services Agreement ("PSA") sets forth the terms and conditions under which BenTek ("BenTek") and GEHRING GROUP, INC. ("PAYOR") will perform certain consulting services for and on behalf of the undersigned Client ("COUNTY").

1 **Work.** BenTek agrees to provide services as described in Exhibit A attached hereto ("Work") and to use commercially reasonable efforts to complete the Work in accordance with the schedule set forth therein. BenTek agrees to notify Client if, at any time, it becomes apparent that the parties need to revise the schedule.

2 **Price and Payment.** In full consideration of the services provided hereunder and the license granted under this PSA, PAYOR agrees to pay BenTek the fees set forth in Exhibit A within thirty (30) days of the date of invoice. PAYOR shall be responsible for all travel and living expenses incurred by BenTek's staff in connection with this PSA, if necessary. Payments to BenTek shall be made without deduction for taxes, imposts, customs, levies or other withholding ("Tax") or shall be grossed-up to provide BenTek the same amount after such Tax as it would have received without the imposition of such Tax, together with tax receipts or similar evidence of any Tax payment by Payor.

3 **Ownership.** Client agrees that any and all deliverables, plans, specifications, documentation, and other materials delivered to Client hereunder, together with all ideas, concepts, know-how, techniques, inventions, discoveries or improvements, including but not limited to computer software, whether in object code or source code form, developed by BenTek and arising out of or relating to the Work (collectively referred to as the "Work Product") are the property of BenTek and BenTek hereby grants Client a nonexclusive, nontransferable license for internal use of the Work Product for the purposes set forth in this PSA in accordance with BenTek's standard software license terms and conditions. BenTek will retain all right, title and interest in and to the Work Product, except to the extent that the Work Product contains any Client Confidential Information to which Client will retain all right, title and interest. BenTek expressly reserves the right to perform similar work for other customers.

4 **Force Majeure.** Neither party shall be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by any cause beyond the reasonable control of the parties hereto. This provision shall not be construed as relieving either party from its obligation to pay any sums due the other party.

5 **Term and Termination.** This PSA shall commence on the Effective Date below and shall continue until completion of all Work unless earlier terminated. Either party may terminate this PSA if the other party fails to perform any of its material obligations hereunder and such failure to perform has not been cured within thirty (30) days of written notice thereof by the terminating party. The parties' obligations under Sections 3 and 8 hereof shall survive expiration or termination of this PSA regardless of the manner of termination.

6 **Warranty.** During the term of the applicable Work, BenTek warrants that any service rendered by BenTek during such time shall be performed with the care and skill ordinarily used by other members of BenTek's profession practicing under similar conditions at the same time and in the same locality.

7 **Client Responsibilities.** Client is solely responsible for the use to which it puts any deliverable or information provided by BenTek hereunder and any decisions it makes in using such deliverable or information. Client represents and warrants that it has all right and authority from any third party suppliers to allow BenTek to perform the Work hereunder and shall defend, indemnify, and hold harmless BenTek from any claims or damages incurred relating thereto.

7.1 **Limitation/Remedies.** BenTek's sole liability under Clause 6 shall be to re-perform any service which fails to conform to the specified standard. In no event shall BenTek's liability under this Section 6 exceed the value of the product or service provided which gave rise to the claim hereunder. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 ABOVE, BENTEK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO THE WORK OR WORK PRODUCT, INCLUDING, BUT NOT LIMITED TO, YEAR 2000 COMPLIANCE OF ANY KIND OR NATURE, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

8 **DAMAGES.** IN NO EVENT SHALL BENTEK BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE WORK. BENTEK'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES SHALL NOT EXCEED THE TOTAL CONTRACT PRICE.

9 Confidentiality.

9.1 **Confidential Information.** "Confidential Information" means all information provided by one party to the other party relating to the Work which the disclosing party has identified as being proprietary or confidential, except information which (i) is public knowledge at the time of disclosure; (ii) becomes public knowledge through no act or

omission of receiving party; (iii) has been furnished to the receiving party by a third party whom the receiving party believes may legitimately provide the information without restriction on disclosure; (iv) was in receiving party's possession, as evidenced by written or computerized records, prior to the date of this PSA and which was not acquired under obligations of confidentiality from the disclosing party; or (v) was independently developed by the receiving party as evidenced by written or computerized records.

9.2 **Non-disclosure.** Each party shall protect as proprietary and confidential all Confidential Information disclosed to the other under this PSA using at least as great a degree of care as used to maintain the confidentiality of its own most Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization, each party shall not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Work. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees who need to know such information, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this PSA. This paragraph shall survive the expiration or termination of this PSA for a period of five (5) years.

10 **No Assignment.** Client shall not assign this PSA without the prior written consent of the BenTek. Any transfer by merger, consolidation or liquidation shall constitute an assignment or purposes of this PSA.

11 **Non-Solicitation.** Client agrees that, during the term of this PSA and for a period of one (1) year thereafter, Client will not, except with BenTek's prior written approval, hire, solicit or offer employment, directly or indirectly, to any BenTek employee or staff.

12 **Amendment; Waiver.** Neither this PSA nor any term, covenant, condition or other provision hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Except as otherwise provided, failure or delay of either party to exercise any right or remedy hereunder shall not constitute a waiver of rights or remedies under this PSA.

13 **Governing Law.** This PSA shall be construed according to the laws of the State of Florida excluding its choice of law provisions..

14 **Entire Agreement.** This PSA shall constitute the entire agreement between the parties hereto with respect to its subject matter; and, except as otherwise expressly provided herein, this PSA shall not be affected by reference to any other document.

15 **Severability.** If any provision of this PSA is held unenforceable or inoperative by any court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of this PSA.

16 **Notices.** Notices and communications required by this PSA shall be in writing and may be delivered in person, by courier, transmitted by facsimile, or mailed prepaid first class, return receipt required, to the respective parties at the address listed herein or other address most recently designated in writing. Notices directed to BenTek shall be sent "Attention: Chief Financial Officer."

17. The Effective Date of this PSA shall coincide with Gehring Group's Contract for Employee Benefits Consulting Services dated _____

BENTEK, INC.

By: [Signature]
Name & Title: Kurt Gehring, President
Date: February 26, 2016

PAYOR: GEHRING GROUP, INC.

By: [Signature]
Name & Title: Cindy Thompson V.P.
Date: February 26, 2016

CLIENT: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Name & Title: James E. Adams, Chairman
Date: 3-22-16



Statement of Work to the PSA Agreement Between BenTek, Inc. ("BenTek") and HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY")

SCOPE OF SERVICES

Data Population

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (COUNTY) data base will be populated with current employee and dependent demographic and coverage data that will be obtained from data extracts generated from Carrier and COUNTY systems.

- The term "employee" will be defined by COUNTY and may include:
 - ✓ Active Employees,
 - ✓ COBRA Participants,
 - ✓ Retirees.
- The term "dependent" will be defined by COUNTY and may include:
 - ✓ Spouses,
 - ✓ Domestic Partners,
 - ✓ Children,
 - ✓ Overage Dependents,
 - ✓ Full-Time Students,
 - ✓ Disabled Dependents,
 - ✓ Or other eligible dependent classification as defined by GEHRING.

GEHRING and COUNTY will facilitate BenTek in the acquisition of the necessary demographic data including all applicable employee and dependent information / identifiers, such as social security numbers, dates-of-birth, addresses, etc., that are required by Carriers for the administration of their plans.

Coverage data includes plan names, coverage tiers, rates, and covered dependents. The term "plan" may include:

- ▣ Health Insurance,
- ▣ Medicare Supplemental Insurance,
- ▣ Dental Insurance,
- ▣ Life Insurance,
- ▣ Or other insurance plans offered by COUNTY.

Enrollment Management

COUNTY will have the ability to enroll employees and dependents in any of the applicable plans specific to each employer group.

- Enrollment time periods may include:
 - ✓ New Hire Orientation
 - ✓ Annual Open enrollment
 - ✓ Life Status Changes (Qualifying Events)
 - ✓ Or any other time necessary for the maintenance of an employer group's eligibility.

COUNTY will have the ability to edit or terminate an employee or dependent coverage at any time pursuant to the plan rules. This includes assigning future or retroactive effective dates. Assigning a future plan effective date during annual open enrollment will not disrupt a current coverage.

Eligibility Maintenance

COUNTY will have access to and be able to manipulate employee and dependent records specific to their group. Any changes to demographic or coverage information can be viewed in real time by either employee or administrator immediately following when an employee or dependent record was created, edited, or terminated.

Eligibility Files

Eligibility files contain both demographic and coverage information required for COUNTY to administer their plans.

COUNTY will be able to generate an eligibility file at any time. Therefore, an eligibility file can be viewed / downloaded in real time by both parties immediately following when an eligibility file was generated.

Eligibility files will be generated in a format in acceptable to be able to transmit eligibility files to Administrative Services Organizations (ASOs) in the HIPAA compliant 834 format or other mutually agreed upon format.

Employee Searches

Administrators will only have the ability to search for their employees through an employee search toolbar.

Administrators can view each employee and dependent coverage separately or can

view all coverages as a summary. The user will have the ability to view / download a summary of coverages for a past or future time period. A Summary of Elections statement, inclusive of covered dependents, can be generated in a PDF document at any time for employee distribution.

Historical Records

BenTek creates a historical record each time an employee or dependent record is created, edited, or terminated. This includes an explanation of the action that occurred and a date / time stamp of when the action occurred.

Reporting

The BenTek application provides a variety of comprehensive standard reports. These "Roster" reports can be generated by administrators at any time and contain both demographic and coverage information in easy to read and editable formats such as Excel.

The reporting functionality of BenTek also allows the user to assign a past date or date range before generating a report so that the report only contains information relating to the time period specified for historical purposes.

Training

Administration manuals will be provided for COUNTY. BenTek Implementation staff will provide application training to COUNTY administration prior to the official application launch date.

Technical Support

All technical support telephone calls (toll-free) and emails are answered by the Client Services team located at the BenTek headquarters. BenTek will provide unlimited technical support to COUNTY.

IMPLEMENTATION

Implementation Team

COUNTY's BenTek Implementation Team will consist of a BenTek dedicated business analyst, product manager, and programmer. Each implementation team member is supported by various members of staff within their areas.

Implementation Timeline

A tentative implementation timeline will be established for the development and deployment of Hernando County Board of County Commissioner's benefits enrollment and administration application. In the event the BenTek system is currently in use by COUNTY, additional features will be communicated and implemented as released.

FEE FOR SERVICES

The fees for the scope of services summarized in this proposal are:

- To be negotiated with and paid by Gehring Group for the term to coincide with Gehring Group's Contract for Employee Benefits Consulting Services dated _____.
- In the event Gehring Group is no longer the Consultant for COUNTY'S Employee benefits program, COUNTY may contract directly with BenTek for a fee of \$48,000 per year.

BENTEK, INC.

By: [Signature]

Name: Kurt Gehring

Title: President

Date: February 26, 2016

CLIENT NAME: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]

Name: James E. Adkins

Title: Chairman, Board

Date: 3-22-16

