

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT (“Amendment”) is made this ____ day of _____, 2021, (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Willis Towers Watson US LLC (“Contractor”) (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, the Parties entered into an Agreement on May 21, 2019, pursuant to which Contractor provides employee benefits consulting services to County (the “Agreement”) which was amended on July 28, 2021; and

WHEREAS, that Agreement allows for amendment by mutual written agreement of the Parties and the Parties now wish to amend that Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The First Amendment to Services Agreement is terminated in its entirety.
2. Contractor will provide additional services described in Attachment 1 (the “Additional Services”), for County. The Additional Services will be provided subject to Attachment 2 (Additional Insurance Terms & Disclosures). The term of this Amendment will begin upon final execution by the parties and end on December 31, 2024.
3. As compensation for the Additional Services, Contractor shall be compensated solely by commissions paid to them by insurers for insurance policies that County has them purchase to offer to its employees. All commissions will be fully disclosed to County prior to Contractor placing coverage. When performing the Additional Services, Contractor may receive contingent compensation attributable to insurance purchased by County. Upon receipt of any such contingent compensation, Contractor will provide County with notice of the payment amount. Because the insurers have differing contingent compensation programs, such notices might be sent quarterly, annually or on an irregular basis. If County prefers that Contractor not accept such compensation related to County’s policy, please notify Contractor in writing. More information regarding the compensation that we may receive is described in Attachment 2 (Additional Insurance Terms & Disclosures).
4. All services described in Attachment 1 shall be completed as follows:
 - a. RFP and Implementation Process shall be completed by January 1, 2022.

- b. Plan Management and Stewardship, and Advocacy shall continue throughout the term of this Second Amendment to Services Agreement. The term of the Agreement is not extended by this Second Amendment to Services Agreement and the parties do not intend to extend services thereunder except for the Additional Services that are the subject of this Second Amendment to Services Agreement. The Parties agree that, except as specifically provided herein, the terms of the Agreement will nevertheless continue to apply to the Additional Services hereunder.
5. County acknowledges that Contractor is not being engaged as a fiduciary for the Additional Services. and does not and will not perform or assume any fiduciary or trust responsibilities or related liability in connection with the performance of the Additional Services. Contractor agrees that the Additional Services are ministerial and not fiduciary in nature, that Contractor has no discretionary authority or control with respect to the management or administration of County's employee benefit plan(s) or any Plan assets, and that Contractor's compensation has not been set at levels intended to compensate it for assuming fiduciary liability.
6. Except to the extent reasonably required to perform the Services, enrollment data provided by County to Contractor will not be shared by Contractor with any third party without the express written agreement from County.
7. The parties agree that to the extent any additional services require compliance with HIPAA and HITECH, the underlying Business Associate Agreement, dated April 3, 2014 will apply.
8. If and to the extent that any portion of Contractor's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then, if required by applicable law, County will secure the approval of the applicable Plan fiduciaries for such portion of Contractor's compensation. Unless County tells Contractor otherwise, in providing the Additional Services Contractor will assume that the employee welfare benefits County provides to its employees and with respect to which Contractor provides Additional Services have been wrapped into a single Plan. To the extent that County or its Plan enter into an Administrative Services Only contract with a Third Party Administrator pursuant to which Contractor receives a directed fee, County represents that all administrative fees are paid by County out of its general assets and will not be charged to the Plan.

9 Except as provided herein, all terms and conditions stated in the Agreement entered into on May 21, 2019 remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written.

**PINELLAS COUNTY, FLORIDA,
by and through its Board of
County Commissioners**

WILLIS TOWERS WATSON US LLC

By: _____

By: Michelle LeVecque

Print Name: Michelle LeVecque

Title: Senior Director, Health & Benefits

**ATTEST
KEN BURKE, CLERK**

By: _____

Deputy Clerk

[SEAL]

Approved as to Form

By: Carole Sanzeri
Office of the County Attorney

PCAO #341696

ATTACHMENT 1

Scope of Services

Products include but may not be limited to Critical Illness, Accident and Hospital Indemnity

RFP Process (4-6 weeks)

Submission of RFP(s)

- Collect necessary data from you for inclusion in Request for Proposal (RFP)
- Define plan options and vendors to be included in RFP
- Develop RFP/plan bidding framework
- Finalize RFP and release to selected vendors
- Respond to vendor inquiries and provide additional data as necessary or appropriate

Analyze proposals and summarize results

- Provide report with results and recommendations for next steps
- Finalize plan options and secure final pricing, as necessary
- Review and discuss results and recommendations
- Conduct additional discussions and negotiations with vendor(s) as necessary

Assist in final selection of vendor to be utilized for the voluntary benefit programs

- Notify selected vendor(s) of decision
- Complete necessary contractual documentation required by selected vendor(s) for signature

Implementation Process (Target 12 weeks)

Implementation management of voluntary benefits plan vendor(s)

- Willis Towers Watson will oversee the implementation of the plans and services as the liaison between the vendors and the administrative platforms, as necessary
- Willis Towers Watson will provide insight and oversight, when applicable, to support the integration of plan(s) covered in this scope within the client portal, intranet and/or other benefit access medium

Enrollment Support Services

- Enrollment Project Management & Training
- Enrollment Project Manager serves as key contact for overall project, implementation and ongoing program support
- Scheduling Manager for Call Center Benefit Coach team
- Detailed project plan
- Facilitate regularly scheduled implementation meetings
- Customized Benefit Coach & Case Manager training dashboard
- Communication development & support including scheduling and how to enroll
- Benefit Coach training on core and voluntary benefit options
- Enrollment system testing and training
- Enrollment and quality assurance oversight
- First bill verification and carrier follow up as needed

Scheduling & Enrollment

- Customized online scheduling site
- Dedicated toll free number
- Dedicated Call Center Benefit Coach team
- Telephonic benefit education and enrollment support for active employees
- Call Center hours 9 am – 9 pm ET Monday - Friday

Project oversight

- Oversee and provide input into the timelines, project plan, required vendor documentation, vendor data requirements, eligibility files and data flow to/from voluntary benefit vendor(s)
- Review vendor-provided communications materials and enrollment processes for integration within core benefits communications and enrollment processes, as necessary
- Obtain vendor approval of the final employee-facing materials related to filing-specific requirements of the vendor(s)
- Support the development of processes for eligibility file transfer, confirmation of elections, new hire enrollments, status changes and other ongoing administration elections and changes

Plan Management and Stewardship

Reporting and stewardship

- Reporting of various metrics after completion of initial launch of the program(s), by line of insurance or program

Vendor management

- Oversight of the initial data feeds to vendors and initial deductions after plan launch
- Reporting of key performance metrics as managed by the carrier(s) that could include but not be limited to participation, persistency, claims utilization and metrics.
- Provide strategic review, insights and recommendations based on goals and concurrent plan performance
- Support renewal of plans and negotiations as needed

Advocacy

- Liaise with vendor(s) and leverage Willis Towers Watson's national relationship, as applicable

ATTACHMENT 2

Health and Benefits Consulting

Additional Insurance Terms & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson US LLC ("Willis Towers Watson") is subject to the following terms and conditions.

3. Insurance Terms

- 3.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 3.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 3.3. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 3.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 3.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.

- 3.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 3.7. You must timely and properly report all claims in accordance with your insurance policies. You agree that we are not responsible for reporting claims on your behalf. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.
- 3.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 3.9. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 3.10. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation.
- 3.11. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Additional Insurance Placement Terms & Disclosures.

4. Insurance Placement Disclosures

- 4.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.

- 4.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in contingent compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. Willis Towers Watson will decline to accept contingent compensation from an insurer if such compensation cannot be attributed or allocated by the insurer to a particular client. If you prefer that we not accept contingent compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their contingent payment calculations.
- 4.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 4.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 4.5. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 4.6. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal and will do so at any time upon your request.

- 4.7. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk or providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. When we place your insurance business in such a situation as we would receive compensation related to these services from an insurer, we will inform you and disclose that we may receive compensation. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 4.8. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.