

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 21st day of MAY, 2019 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Willis Towers Watson US LLC, a Delaware corporation ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 178-0396-P ("RFP") for Employee Benefits Consulting services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this 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. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information, and any other information designated in writing by the County as County Confidential Information. Except for individual identifiable information to the extent permitted by law and information that is subject to the applicable Florida Statutes, County Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the Contractor in breach of the Agreement; (ii) becomes available to the Contractor on a non-confidential basis from a source other than County, which is not prohibited from disclosing such information by obligation to County; (iii) is known by the Contractor prior to its receipt from County without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement,

Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing the insurance coverage(s) required in Section 13 as agreed upon, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies this condition. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Human Resources Director or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), if mutually agreed upon, Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate agreed to by the Parties. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. If applicable, Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in reporting Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date, and shall remain in full force and for sixty (60) months from that date, or until termination of the Agreement in accordance with its terms, whichever occurs first.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$1,375,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit A, payable upon submittal of an invoice as required herein. The Contractor shall not be entitled to compensation for Services in excess of \$285,000 for ongoing services (outlined in Exhibit C) during any County fiscal period during which this Agreement is effective, unless the parties agree to increase this sum by amending this Agreement in accordance with its terms.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly and within a timeframe

agreed by the parties replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision. Upon termination of this Agreement for any reason, County shall pay Contractor for the Services performed and the expenses incurred up to the date of termination.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in confidence using reasonable and

appropriate measures from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence using reasonable and appropriate measures from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information, if such Contractor Confidential Information is requested under the applicable Florida Statute related to public record disclosure. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws. County agrees to notify Contractor if County receives a public record request for Contractor Confidential Information, and Contractor shall be solely responsible for seeking a determination that information is exempt or otherwise protected from disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Contractor will be deemed to have waived the protected status of materials.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, , including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records pursuant to Pinellas County Code, Section 2-176(j) provided that applicable law requires such audit.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, defend, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any negligent act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County, provided County (i) provides Contractor with prompt notice of any potential loss, (ii) gives Contractor the right to control the response to and defense of any related claim, and (iii) gives full cooperation to Contractor for the defense of same. The foregoing infringement indemnity obligation only applies to the extent County used the work product without modification in accordance with this Agreement.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

Notwithstanding any other provision in this Agreement to the contrary and except for Contractor's indemnification obligations under Section 13 B. with respect to (i) property damage and (ii) infringement claims, the aggregate liability of Contractor and its employees, directors, officers, agents and subcontractors (the "related persons") to County whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses arising from or in any way connected with Contractor's services shall not exceed in aggregate the greater of (a) three (3) times the fees paid by County to Contractor under this Agreement during the calendar year during which the event(s) producing such liability occurred or (b) Five Million Dollars (\$5,000,000). Nothing in these terms shall exclude or limit the liability of Contractor or Contractor's related persons in the case of: (a) death or personal injury resulting from Contractor or Contractor's related person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall Contractor or any of Contractor's related persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Human Resources Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor's Project Manager. If a deliverable is rejected, the written notice from the County will specify any suggested changes, deficiencies, and/or additions that may be necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity except for affiliates. Any purported assignment in violation of this section shall be null and void, except for consolidation, merger, and/or operation of law.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Terri Wallace
Human Resources
400 S Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

Attn: Michelle LeVecque
Willis Towers Watson US LLC
4301 W. Boy Scout Blvd.
Suite 570
Tampa, FL 33607

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall influence, be responsible for, or provide Services under this Agreement during the term of this Agreement and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") that the Contractor delivers to County are provided solely for the intended purpose, and may not be referenced or distributed to any other party without Contractor's prior written consent. County will have the right to use, reproduce and adapt the copies of the Work Product delivered to County for internal purposes within County's organization or as otherwise required by Florida Statutes Ch. 119 or other applicable law. Contractor shall retain the intellectual property rights in such Work Product and the ideas, concepts, know-how or techniques and methodologies used and/or developed by Contractor during the course of providing services under this Agreement. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County. County may distribute Contractor's Work Product to County's affiliates, provided that County ensures each such affiliate complies with these terms as if it were a party to them, and County remains responsible for such compliance.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

WILLIS TOWERS WATSON US
LLC

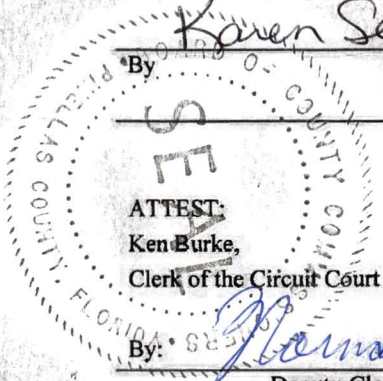
Name of Firm

By: Karen Seel

By: Michelle LeVeque
Signature

Michelle LeVeque
Print Name

Senior Director
Title



ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: Norman D. Joy
Deputy Clerk

APPROVED AS TO FORM

Jacina Haston

JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

STATEMENT OF WORK

(Scope of Work Follows)

Section E — Scope of Work

Proposal Title: Employee Benefits Consulting Services
Proposal Number: 178-0396-P (RW)

A. OBJECTIVE:

Pinellas County Unified Personnel System (the County) is soliciting proposals for Employee Benefits Consulting Services.

B. SCOPE OF WORK:

The services provided by the Consultant shall include but not be limited to:

1. **Basic Ongoing Services for Health and Welfare Consulting:**
 - a. Lead consultant must meet the requirements for service, have applicable experience in the market place developing strategy for other clients with 1,000+ employees, specifically governmental agencies.
 - b. Quarterly medical, pharmacy & dental plan review
 - c. Plan design evaluation and benchmarking
 - d. Renewal evaluations and negotiations (upon request)
 - e. Plan funding and premium contribution strategies for annual budget cycle
 - f. Assistance with any administrative issues with health plan vendors
 - g. On-site meetings with HR and other senior management staff
 - h. Weekly briefings by phone between account manager and County benefits manager
 - i. Presentations to senior management groups including Appointing Authorities and Board of County Commissioners
 - j. Assist with any necessary filings to ensure compliance
 - k. Availability of services from licensed clinical specialists engaged by the consulting firm including but not limited to medical doctors, pharmacists and nurse case managers
 - l. Ongoing services in selection, implementation and evaluation of health and wellness programming
Specific programs as described below
2. **Medicare D Retiree Drug Subsidy (RDS) Administrative Services (Ongoing)**
 - a. Assume 50 lives in the self-funded Medicare supplement plan
 - b. Assume 1,900 fully insured Medicare supplement plan
 - c. Advise County of RDS required activities, documentation, filing and application requirements
 - d. Complete necessary documents and applications for County review and submission
 - e. Conduct actuarial attestation

- f. **Submit required eligibility, enrollment and claims data to RDS working in concert with the County and the pharmacy plan vendor**
 - g. **Assist in responding to RDS inquiries, denials or other communication, upon request.**
 - h. **Other services as might be needed or required**
- 3. Actuarial Evaluation of OPEB Liability (Every two years or as requested)**
- a. **Collect enrollment, contribution and plan design detail from County staff**
 - b. **Perform actuarial calculation of Other Post Employment Benefits (OPEB) liability including Annual Required Contribution (ARC) in accordance with federal General Accounting Standards Board (GASB) requirements**
 - c. **Issue actuarial valuation**
- 4. Optional Services (Upon Request)**
- a. **Data Aggregation Services (If requested, will become ongoing services)**
 - I. **Assume 3,200 active employees and 2,300 retirees**
 - II. **Collect and aggregate claims data from the medical, pharmacy, mental health and disability vendors**
 - III. **Perform analysis of aggregated data for use in identifying, quantifying and evaluating areas of significant short and long term cost impact**
 - IV. **Produce comprehensive reports, at least semi-annually, including cost trend components and their impact as well as areas of opportunity in controlling costs**
 - b. **Group Health Plan RFP**

Claims experience and enrollment data will come from medical, mental health, pharmacy, vision and all relevant sources from providers of the County benefits.

 - I. **Assist County staff with designing specifications and provide same for RFP's for self-funded medical plan, mental health, pharmacy benefits management, vision care and specific stop loss coverage**
 - II. **Review and evaluate responses, prepare written analysis including a detailed discount analysis for our major service providers and recommendations for County's consideration**
 - III. **Assist, if requested, in contract negotiations and development/or review of any vendor performance guarantees**
 - IV. **Evaluate vendors implemented technology capabilities (e.g. claims payment systems, call centers, care coordination, etc.) for adherence to industry standards or norm. Comment on any proposed systems changes or "upgrades" that might affect the County's plan**
 - V. **Assistance with any implementation issues that might arise**
 - c. **Medical Claims Audit**
 - I. **Assume annual medical claim volume of 105,000 from an average of 6,500 members. (United Healthcare is the current medical vendor)**
 - II. **Electronic audit of medical claims against contracted terms**
 - III. **Ensure discounts and pricing accuracy**
 - IV. **Identify discrepancies and errors, work in an active process with County staff and the vendor to validate and resolve them.**

- V. Other forms of audit for County consideration**
- d. Pharmacy Claims Audit**
 - I. Assume annual pharmacy claim volume of 95,000 from an average of 6,500 members. (Express Scripts is the current pharmacy vendor)**
 - II. Electronic audit of pharmacy claims against contracted terms**
 - III. Ensure discounts and pricing accuracy**
 - IV. Identify discrepancies and errors, work in an active process with County staff and the vendor to validate and resolve them**
 - V. Ensure the pharmacy vendors' implementation of claim reimbursement changes necessitated by the data decision produced no loss to the County plan**
 - VI. Other forms of audit for County consideration**
- e. Dependent Eligibility Audit**
 - I. Assume enrollment of 3,000 employees (7,800 total members including dependents)**
 - II. Comprehensive physical audit of group health plan dependents against eligibility guidelines of the plan**
 - III. Communication of the vendor directly with employees**
 - IV. Request by vendor for supporting documentation**
 - V. Review of documentation against guidelines**
 - VI. Provide records of your activity and the documents submitted by members to the County**
 - VII. Report to County of results**
- f. Project Services that may be requested in the future**
 - I. Assist with RFP process for dental, life insurance, COBRA, short and long term disability programs**
 - II. Develop plan design alternatives and recommendations as appropriate for future health care trends and/or regulatory changes for both active and retired employee populations**
 - III. Provide comprehensive communication services upon request, assist in scripting primary and secondary messages, developing new or enhancing existing print and electronic communications for benefits and health/wellness**
 - IV. Assist County in identifying any cost saving from outsourcing certain benefit functions**
 - V. Perform GASB-OPEB liability analysis**

Willis Towers Watson is prepared to deliver all of the services outlined above and as requested by the County with the exception of GASB-OPEB liability analysis. Willis Towers Watson will, however, continue to facilitate the preparation of the analysis by providing available data to the County and/or the contracted actuarial firm. Additionally, Willis Towers Watson can facilitate the County's contracting of an actuary to provide these services.

The lead consultant, Michelle LeVecque is based in Willis Towers Watson's Tampa office, is a resident of the County and understands the County's needs and preference for services. She has provided strategic and ongoing consulting services to large employers similar to and including the County for the past 25 years, including employers ranging in size from 500 to 200,000 employees and retirees.

The team assembled for the County includes numerous other local, regional and national members. The County's services will be led by Michelle, along with a strong, Tampa-based team to provide strategic and ongoing basic consulting services, RFP, Retiree Drug Subsidy (RDS), actuarial and clinical services. Additional actuarial and clinical, as well as pharmacy, compliance, data aggregation, audit and communications services will be provided by regional and national team members, all of whom will be coordinated by Michelle and the local team.

Our Proposer's Statement of Work is provided as **Attachment I**.

EXHIBIT B

INSURANCE REQUIREMENTS

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

(1) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "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", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 5,000,000.00
General Aggregate	\$ 5,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(2) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

(Cost Proposal Follows)

Revised Section F — Cost Proposal

Cost proposal shall be used when submitting proposal

Ongoing Services (Excluding OPEB Valuation)

Service Description	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost	Year 4 Annual Cost	Year 5 Annual Cost	Total Annual Cost
Basic Ongoing Services	\$260,000	\$265,000	\$270,000	\$275,000	\$280,000	\$1,350,000
Medicare D Subsidy Administrative Services	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000

Current Services for OPEB liability are not annual, but at specific intervals.

Service Description	Project Cost Per Valuation
Evaluation of OPEB Liability Actuarial and Related Services Next Valuation effective 10/1/2018	N/A*

* Per our proposal Willis Towers Watson does not provide GASB OPEB Valuations, however, we will support the County in retaining an actuarial firm to conduct the valuation and will continue to coordinate the required data

Grand Total	
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Optional Services Requested (These services will not be scored or used to determine award)

Service Description	Unit of Measure	Project Cost
Service Description	Each	
Group Health Plan RFP	Each	\$150,000
Medical Claims Audit	Each	\$65,000
Pharmacy Claims Audit	Each	\$85,000
Dependent Eligibility Audit	Each	\$55,000
Data Aggregation Services	Annual	\$50,000

Other Services and Fees (These services and fees will not be score or used to determine award)

To include but not be limited to any fees and future services which will be a guaranteed cost.

Service Description	Unit of Measure	Cost
Benefit Statements	Each	\$65,000
Voluntary Benefits Strategy and Oversight	Each	\$25,000 - \$50,000
Communications Strategy	Each	\$40,000
Communication Support	Each	\$20,000 - \$50,000
Change Management Strategy	Each	\$50,000
Paid Time Off Assessment	Each	\$55,000
BenVal Benchmarking Study	Each	\$70,000
HIPAA Audit	Each	\$30,000
Compliance Review	Each	\$40,000
Clinical Assessment	Each	\$45,000
Specialty Vendor RFP	Each	\$25,000 - \$75,000
Onsite Clinic Feasibility Assessment	Each	\$40,000
Summary Plan Description Development	Each	\$20,000 - \$40,000

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.