

A G R E E M E N T

Between

BROWARD COUNTY

and

WELLS FARGO INSURANCE SERVICES USA, INC.

for

EMPLOYEE BENEFITS CONSULTING SERVICES

IN BROWARD COUNTY, FLORIDA

Contract Period—January 1, 2015 through December 31, 2017  
(two (2) renewal periods)

**RFP # R1223430P1**

**INDEX**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
1 DEFINITIONS AND IDENTIFICATIONS .....	1
2 PREAMBLE.....	3
3 TERM OF AGREEMENT .....	3
4 SCOPE OF SERVICES.....	4
5 COMPENSATION AND METHOD OF PAYMENT .....	7
6 INDEMNIFICATION .....	8
7 TERMINATION.....	9
8 INSURANCE .....	10
9 NOTICES .....	12
10 ASSIGNMENT AND PERFORMANCE .....	13
11 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.....	14
12 MISCELLANEOUS.....	15

EXHIBIT "A" SCOPE OF SERVICES  
EXHIBIT "B" COMPENSATION FEES & RATES  
EXHIBIT "C" PERFORMANCE GUARANTEES  
EXHIBIT "D" BUSINESS ASSOCIATE AGREEMENT  
EXHIBIT "E" CERTIFICATE OF LIABILITY INSURANCE

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This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

WELLS FARGO INSURANCE SERVICES USA, INC., a North Carolina corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement**: means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **CONSULTANT**: The person, firm, corporation or other entity selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The Director of Broward County Human Resources, or the Director's designee, who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **County Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney**: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.
- 1.8 **Mailing Time**: means the performance deadlines outlined in this Agreement which include an allowance for correspondence sent by U.S. mail and such term means four (4) business days, except in the case of a performance deadline which falls on a Saturday, Sunday or holiday. In such cases, delivery by mail may occur on the next business day.
- 1.9 **Notice To Proceed**: A written authorization to proceed with the Project, phase, or task thereof, issued by the Contract Administrator.
- 1.10 **Project**: The services outlined in each Work Order and as set forth herein.
- 1.11 **Purchasing Director**: Broward County's Director of its Purchasing Division.
- 1.12 **RFP**: Request for Proposals for Employee Benefits Consulting Services for the Broward County Board of County Commissioners, **RFP # R1223430P1**.

- 1.13 **Work Order**: A written description of services required pursuant to Article 4 and Exhibit “A” of this Agreement.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based, to wit: (1) this Agreement is the result of COUNTY’s RFP process; (2) CONSULTANT was chosen as the consultant to perform the services herein; and (3) negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a selection committee or designee of such committee, and this Agreement incorporates the results of such negotiations.

**ARTICLE 3**  
**TERM OF AGREEMENT**

- 3.1 **TERM**: This Agreement shall commence on January 1, 2015 and terminate on December 31, 2017. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 **RENEWAL**: COUNTY, through the Purchasing Director, shall have the option to renew this Agreement annually upon the mutual consent and agreement of COUNTY and CONSULTANT for a maximum of two (2) consecutive twelve-month periods. The first renewal term shall commence on January 1, 2018 and shall end on December 31, 2018 (“First Renewal Term”). The second renewal term shall commence on January 1, 2019 and shall end on December 31, 2019 (“Second Renewal Term”).
- 3.3 Notwithstanding the above, COUNTY may, by and through its Contract Administrator and at his/her sole discretion, extend the term of this Agreement on a month to month basis, for a maximum of six (6) months, to allow for completion of any open Work Orders or due to ongoing negotiations for renewal.

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ARTICLE 4  
SCOPE OF SERVICES

- 4.1 CONSULTANT shall provide General Professional Benefit Consulting Services to COUNTY, subject to the following: CONSULTANT warrants that the terms of any Project represented in the associated Work Order reflects the same terms, conditions and pricing as offered, negotiated, and accepted by the COUNTY related to **RFP No. R1223430P1** and as set forth herein. Defined tasks will be presented to the CONSULTANT for a cost quotation on either an hourly basis, flat amount, or a “not-to-exceed” amount, whichever is more cost effective for the type of task to be performed on an ad hoc or repeating monthly basis. If the quotation is acceptable, the Contract Administrator will issue a Work Order and a Notice to Proceed as set forth below.
- 4.1.1 All work to be performed by CONSULTANT pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a Work Order in accordance with the requirements of this subsection.
- 4.1.1.1 Before any Project is commenced pursuant to a Work Order, CONSULTANT shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Project, which estimate shall be reviewed by Contract Administrator and a final amount for CONSULTANT's compensation shall be approved as follows:
- A. Any Work Order that will cost COUNTY Thirty Thousand Dollars (\$30,000.00) or less shall be executed by COUNTY, by and through its Contract Administrator, and CONSULTANT.
- B. Any Work Order that will cost COUNTY more than Thirty Thousand Dollars (\$30,000.00) shall be executed by COUNTY, by and through its Purchasing Director or Board in accordance with the awarding authority under the County's Procurement Code, and CONSULTANT.
- 4.1.1.2 Subsequent to Contract Administrator issuing a Work Order as outlined herein, Contract Administrator will issue a Notice to Proceed (NTP) for the authorized work. CONSULTANT shall not commence such work until after receipt of the Contract Administrator's NTP.
- 4.1.1.3 Any charges in excess of the amount approved in the original Work Order shall require a modification thereto approved by Contract Administrator, Purchasing Director, or Board pursuant to the limits set forth above using the cumulative total of the

modifications (the amount approved in the original Work Order plus the modifications thereto). Notwithstanding anything contained in this subsection, CONSULTANT's compensation shall not exceed the amount approved in the Work Order unless such additional amount received the prior written approval as outlined above.

4.1.1.4 All Work Orders issued by the Contract Administrator shall contain, as a minimum, the following information and requirements:

- A. A description of the work to be undertaken, a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.
- B. A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of COUNTY is obtained. In the event COUNTY does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of CONSULTANT, the authorization shall be terminated, and CONSULTANT shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.
- C. A time established for completion of the work or services undertaken by CONSULTANT or for the submission to COUNTY of documents, reports, and other information pursuant to this Agreement.
- D. Any other additional instructions or provision relating to the Work Order pursuant to this Agreement.
- E. Work Orders shall be dated, serially numbered, and signed.

4.2 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the terms and conditions of this Agreement, except as otherwise provided pursuant to the Agreement, or as expressly authorized by the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code), or any other applicable portion of the County Administrative Code. Any change to the terms and conditions of this Agreement must be accomplished by a written

amendment, executed by the parties in accordance with Article 12 of this Agreement.

- 4.3 Because CONSULTANT shall be required to recommend insurance products based upon an objective review thereof, CONSULTANT shall not be engaged as an agent or broker or participate in any capacity whatsoever in the sale or placement of employee benefit insurance coverage on behalf of COUNTY unless specifically approved by the Board. CONSULTANT shall also not provide third party administration, employee benefit insurance services, claims administration, medical management, or any other form of services which would directly or indirectly be associated with coverage placed on behalf of COUNTY, unless approved by Board.
- 4.4 CONSULTANT shall return telephone calls or reply to emails from Contract Administrator or his/her designee on or before the next business day.
- 4.5 It is understood and agreed that this Agreement is a consulting contract for services, and the services shall include advice and recommendations. However, the final decisions in connection with the implementation of such advice and recommendations shall be made by COUNTY. Notwithstanding the foregoing sentence, nothing herein shall be deemed to affect CONSULTANT's obligations under this Agreement, including, without limitation, Articles 6 and 8 hereof.
- 4.6 PENALTIES:
- 4.6.1 PENALTY INVOICES: If COUNTY, through its Contract Administrator, finds CONSULTANT has incurred penalties pursuant to the terms of this Agreement and Exhibit "A," attached hereto and incorporated herein entitled "Rates," COUNTY will submit a written invoice to CONSULTANT detailing the alleged performance failures.
- 4.6.2 AGREED PENALTIES: Any time penalties are incurred by CONSULTANT pursuant to the terms of this Agreement, COUNTY will submit an invoice to CONSULTANT for payment of these penalties no later than the end of the month following the period for which penalties were assessed. Unless CONSULTANT files a dispute pursuant to Section 4.6.3 herein, CONSULTANT must pay these penalties within twenty (20) days from the date of invoice. If a penalty is not paid by CONSULTANT pursuant to the terms of this Agreement, COUNTY may automatically deduct the penalty amounts from CONSULTANT's compensation.
- 4.6.3 DISPUTED PENALTIES: Any time penalties are assessed by the Contract Administrator against CONSULTANT pursuant to the terms of this Agreement, CONSULTANT may appeal the assessment of such penalties to the Director of Purchasing within ten (10) days after notice of the assessment pursuant to Article 9 of this Agreement. The appeal shall be in writing and



CONSULTANT shall state the reasons why the penalties should be reduced or not assessed. If the appeal is not resolved by mutual agreement, the Director of Purchasing shall promptly issue a decision in writing, after consulting with the County Attorney's Office. The decision shall state the reasons for the action taken, and inform CONSULTANT of its right to administrative review. If CONSULTANT disagrees with the decision of the Director of Purchasing, it may seek administrative review by filing notice with the Director of Purchasing not later than ten (10) days after the decision of the Director of Purchasing. COUNTY and CONSULTANT agree that the hearing procedures shall be in accordance with the provisions of Section 21.120 of the Broward County Procurement Code, as may be amended from time to time.

## ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

- 5.1 The pricing shown in Exhibit "B," attached hereto and incorporated herein entitled "Compensation Fees & Rates", shall apply to COUNTY. These rates reflect the maximum hourly rates that CONSULTANT may charge for any work or Project under this Agreement.
- 5.2 All Work Orders issued pursuant to this Agreement shall not exceed Five Hundred Thousand dollars (\$500,000), cumulative, over the initial term of this Agreement. Any renewals will have to be funded and approved by the Board if there are not sufficient funds remaining from the funding provided for the initial term of the contract.
- 5.3 COUNTY agrees to pay CONSULTANT, in the manner specified in Section 5.4, the compensation as set forth in each Work Order for the work actually performed and completed pursuant to this Agreement and the specific scope attached to each Work Order. It is acknowledged and agreed by CONSULTANT that the amount in each Work Order is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONSULTANT for the services listed therein. This maximum amount, however, does not constitute a limitation of any sort upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from each Work Order. No amount shall be paid to CONSULTANT to reimburse its expenses.
- 5.4 METHOD OF BILLING AND PAYMENT
- 5.4.1 CONSULTANT shall submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed.

5.4.2 COUNTY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper invoice, as defined by COUNTY's Prompt Payment Ordinance (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

5.4.3 Payment will be made to CONSULTANT at:

Howard Gruverman, Managing Director, SVP  
Wells Fargo Insurance Services USA, Inc.  
100 NE 3rd Avenue, Suite 1050  
Fort Lauderdale, Florida 33301

## ARTICLE 6 INDEMNIFICATION

CONSULTANT shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONSULTANT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CONSULTANT shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONSULTANT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

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ARTICLE 7  
TERMINATION

- 7.1 This Agreement or any Work Order issued under this Agreement may be terminated for cause by action of the Board upon not less than sixty (60) days' written notice or for convenience by action of the Board upon not less than sixty (60) days' written notice by County Administrator. CONSULTANT may terminate this Agreement without cause upon not less than two hundred seventy (270) days' prior written notice, or for cause as provided in Section 6.3 upon not less than sixty (60) days' written notice. This Agreement or any Work Order issued under this Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 COUNTY may terminate this Agreement or any Work Order issued under this Agreement for cause for reasons including, but not limited to, (i) CONSULTANT's failure to suitably perform its obligations under this Agreement or any Work Order issued under this Agreement, (ii) CONSULTANT's failure to continuously perform its obligations under this Agreement or any Work Order issued under this Agreement in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or (iii) multiple breaches of the provisions of this Agreement or any Work Order issued under this Agreement by CONSULTANT notwithstanding whether any such breach was previously waived or cured.
- 7.3 In addition, either party may terminate this Agreement for cause for any of the following events:
- 7.3.1 CONSULTANT may terminate this Agreement, in the event that the payments to be made by COUNTY to CONSULTANT, as provided herein, have not been paid within sixty (60) days after invoice and said monies are not paid within ten (10) business days after written notice to COUNTY of said default.
- 7.3.2 Other than the payment of monies, if either party believes there has been a default under this Agreement, the aggrieved party shall send to the party in default written notice identifying the default. If within thirty (30) days of the date of such notice, the default has not been cured, the aggrieved party may terminate this Agreement.
- 7.3.3 In the event that CONSULTANT files a petition seeking bankruptcy protection, or enters into an arrangement with creditors because of its insolvency, then upon thirty (30) days' notice, COUNTY may declare this Agreement canceled.

- 7.3.4 CONSULTANT may terminate this Agreement upon sixty (60) days' notice, in the event CONSULTANT is no longer able to legally provide the services required under this Agreement. The notice provided herein shall state, with specificity, the reason(s) why CONSULTANT is no longer able to legally provide the services under this Agreement.
- 7.4 Notice of termination shall be provided in accordance with Article 9 of this Agreement, except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice which shall be promptly confirmed in writing in accordance with Article 9.
- 7.5 In the event this Agreement is terminated for convenience by COUNTY, CONSULTANT shall be paid for any payments due to the date the Agreement is terminated. CONSULTANT acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for COUNTY's right to terminate this Agreement for convenience.
- 7.6 In the event this Agreement is terminated, any payments due by COUNTY to CONSULTANT shall be withheld until all documents are provided to COUNTY by CONSULTANT pursuant to Section 12.1 of this Agreement.

## ARTICLE 8 INSURANCE

- 8.1 CONSULTANT shall, at its sole cost and expense, maintain in force at all times during the term of this Agreement the minimum insurance coverage set forth in this Article, in accordance with the terms and conditions required by this Article.
- 8.2 Such policy(ies) shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A- or better. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. CONSULTANT shall be responsible for any policy deductibles or self-insured retentions. CONSULTANT shall specifically protect COUNTY and the Broward County Board of County Commissioners by including Broward County as an additional insured on a primary and non-contributory basis under the Commercial General Liability policy as well as on any Excess Liability policy. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 8.3 Professional Liability Insurance. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) each claim and One Million Dollars (\$1,000,000.00) per aggregate. Any deductible amount shall not exceed Two

Hundred Fifty Thousand Dollars (\$250,000.00) for each occurrence with an extended reporting period of one year after performance of services. **CONSULTANT shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy where damages claimed and defense costs incurred reach Two Hundred Fifty Thousand Dollars (\$250,000.00).**

- 8.4 Commercial General Liability Insurance. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage and Three Million Dollars (\$3,000,000.00) per aggregate. In addition, the policies must include:

Premises and/or Operations.  
Independent Contractors.  
Products/Completed Operations  
Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.  
Personal Injury.

- 8.5 Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage without restrictive endorsements excluding or limiting coverage for:

Owned vehicles  
Hired and non-owned vehicles  
Scheduled vehicles (must be listed on the Certificate of Insurance)  
Employers' non-ownership

- 8.6 Workers' Compensation Insurance. Workers' Compensation Insurance shall apply to all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida. and all applicable federal laws. In addition, the policy(ies) must include:

Employer's Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 8.7 CONSULTANT shall furnish to Contract Administrator proof of insurance in the form of Certificates of Insurance evidencing the insurance coverage specified by this Article within fifteen (15) days of notification of award. CONSULTANT's failure to furnish to COUNTY proof of insurance shall provide the basis for the

termination of the Agreement. Upon written request, CONSULTANT shall make the required policies available to COUNTY for review within fifty (50) miles of Contract Administrator's office.

- 8.8 Coverage is not to cease and is to remain in force until all performance required of CONSULTANT is completed. COUNTY shall be notified within thirty (30) days of cancellation or restriction of any policies required by this Article. If any of the insurance coverage will expire prior to the completion of the work, renewal certificates shall be furnished upon expiration.
- 8.9 If CONSULTANT uses a subcontractor, CONSULTANT shall ensure that subcontractor names "Broward County" as an additional insured on the Commercial General Liability policy and the Business Automobile Liability policy.

#### ARTICLE 9 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

To:

Director of Human Resources Division, Contract Administrator  
Broward County Governmental Center  
115 South Andrews Avenue, Room 508  
Fort Lauderdale, Florida 33301

With a copy to:

Office of the County Attorney  
Broward County Governmental Center  
115 S. Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301

FOR CONSULTANT:

Howard Gruverman, Managing Director, SVP  
Wells Fargo Insurance Services USA, Inc.  
100 NE 3rd Avenue, Suite 1050  
Fort Lauderdale, Florida 33301

ARTICLE 10  
ASSIGNMENT AND PERFORMANCE

- 10.1 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. COUNTY shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without COUNTY's prior written consent.
- 10.2 Any purchase, sale, merger, consolidation, reorganization, or other transaction which may result in a change in control of CONSULTANT or require the assignment or transfer of this Agreement or any interest herein to any parent, subsidiary, or affiliated corporation or partners of CONSULTANT, or to any other entity shall be deemed an assignment shall be deemed an assignment requiring the written consent of COUNTY. In the event CONSULTANT, or any portion thereof, becomes the intended subject of a purchase, sale, merger, consolidation, reorganization, or other transaction which may result in a change in control of CONSULTANT or require the assignment or transfer of this Agreement or any interest herein to any parent, subsidiary, or affiliated corporation or partners of CONSULTANT, or to any other entity, CONSULTANT shall provide notice to COUNTY pursuant to Article 9 of this Agreement no later than when notice is provided to its shareholders, and such notice shall include any request for COUNTY's consent to the assignment or transfer of this Agreement or interest, as necessary. Any COUNTY consent to an assignment or transfer of this Agreement or interest herein shall be at COUNTY's sole discretion and shall be subject to the requirement that the succeeding entity accept and agree to perform the continuing covenants of this Agreement and such entity shall further agree to continue to be responsible for compliance with and performance of the terms and conditions of this Agreement. Any attempted assignment or transfer in violation of this section shall be in all respects null and void. Any attempted assignment or transfer in violation of this section shall be in all respects null and void.
- 10.3 The services to be performed by CONSULTANT under this Agreement may, at its discretion, be performed directly by CONSULTANT or wholly or in part through a subsidiary or affiliate of CONSULTANT, or under contract with a person or entity of its choosing, provided that COUNTY is notified in writing thirty

(30) days prior to such delegation of performance to an outside person or entity that is neither a subsidiary or affiliate of CONSULTANT and COUNTY approves. CONSULTANT shall remain liable to COUNTY for all acts or omissions of such subsidiaries, affiliates, or other entities.

- 10.4 CONSULTANT represents that all persons who have been selected by CONSULTANT to deliver the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Article 4 herein and any associated Work Orders, and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

ARTICLE 11  
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORUTNITY,  
AND AMERICANS WITH DISABILITIES ACT

- 11.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONSULTANT shall include the foregoing or similar language in its contracts with any subconsultants, subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.
- 11.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONSULTANT all monies paid by COUNTY pursuant to this



Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 12  
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

12.2 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS

12.2.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONSULTANT and all its subconsultants and subcontractors shall comply with Florida's Public Records Law. To the extent CONSULTANT is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONSULTANT and its subconsultants and subcontractors shall:

- 12.2.1.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;
- 12.2.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.2.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 12.2.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CONSULTANT to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 7.

12.2.2 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its subconsultants and subcontractors. For each subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the subconsultant or subcontractor and the cumulative total of the payments made to the subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

12.2.3 CONSULTANT and its subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

12.2.4 CONSULTANT shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section 12.2.

### 12.3 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or

services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

#### 12.4 REPRESENTATIVE OF COUNTY AND CONSULTANT

12.4.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.4.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

#### 12.5 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

#### 12.6 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## 12.7 TRUTH-IN-NEGOTIATION CERTIFICATE

CONSULTANT's signature on this Agreement shall act as the execution of a truth-in-negotiation certificate stating that wage rates, unit costs, and any other representations supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates, unit costs, and any other representations. All such contract adjustments shall be made within one (1) year following the end of this Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work, whichever is later.

## 12.8 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

## 12.9 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

(The remainder of this page is intentionally left blank.)

#### 12.10 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Section 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by CONSULTANT shall also serve as CONSULTANT's required certification that it either has or that it will establish a drug-free work place in accordance with Section 21.31(a) of the Broward County Procurement Code.

#### 12.11 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of COUNTY. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of COUNTY, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

#### 12.12 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 12.13 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such

subcontractors, by written contract, from having any conflicts as within the meaning of this section.

#### 12.14 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 12.15 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 12.16 COMPLIANCE WITH LAWS

12.16.1 CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, this Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

12.16.2 HIPAA. CONSULTANT acknowledges that it must comply with HIPAA and its attendant Rules and Regulations, and CONSULTANT agrees to abide by such Rules and Regulations upon their implementation, and abide by any other laws that evolve from HIPAA, either federal or state, upon their implementation.

12.16.3 It is expressly understood by the parties that COUNTY personnel and/or their agents have access to protected health information ("PHI") that is subject to the requirements of 45 CFR 164.052 and related regulations. In the event CONSULTANT is considered by COUNTY to be a covered entity or business associate and is required to comply with HIPAA, CONSULTANT shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY shall execute a Business Associate Agreement in the form attached hereto as Exhibit "D" for the purpose of complying with HIPAA. Where required, CONSULTANT shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CONSULTANT's and COUNTY's uses of Participant's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

#### 12.17 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 12.18 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### 12.19 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.

#### 12.20 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that

jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### 12.21 INCORPORATION BY REFERENCE

The attached Exhibits "A", "B", "C," "D," and "E" are incorporated into and made a part of this Agreement.

#### 12.22 PAYABLE INTEREST

12.22.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.22.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.22.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

#### 12.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

#### 12.24 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.



## 12.25 DOMESTIC PARTNERSHIP REQUIREMENT

CONSULTANT certifies and represents that it will comply with COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of CONSULTANT to comply shall be a material breach of the Agreement, entitling COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due CONSULTANT until CONSULTANT complies; (2) termination of the Agreement; and (3) suspension or debarment of CONSULTANT from doing business with COUNTY.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 9<sup>th</sup> day of December, 2014, and CONSULTANT, signing by and through its Exec. Vice President, duly authorized to execute same.

COUNTY

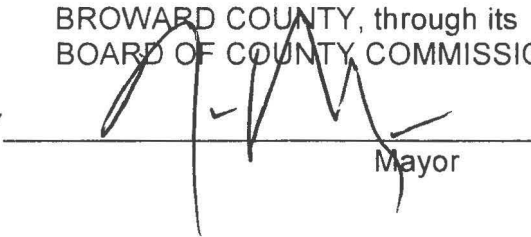
ATTEST:



Broward County Administrator, as  
Ex-Officio Clerk of the Board of County  
Commissioners of Broward County,  
Florida 9<sup>th</sup> day of December, 2014.

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

BY

  
Mayor

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite #423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Jacqueline A. Binns (cb)  
12/1/14

**Risk Management Division**

Jacqueline A. Binns  
Print Name and Title above  
**Risk Insurance and  
Contracts Manager**

By Tricia D. Brissett 12-01-2014  
Tricia D. Brissett (Date)  
Assistant County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND WELLS FARGO INSURANCE SERVICES USA, INC. FOR EMPLOYEE BENEFITS CONSULTING SERVICES IN BROWARD COUNTY, FLORIDA, RFP # R1223430P1

CONSULTANT

ATTEST:

  
Secretary

Dendrea A. Messenger  
(Please Type Name of Secretary)

CORPORATE SEAL

WELLS FARGO INSURANCE SERVICES USA, INC.

a North Carolina corporation

By   
President/Vice President

Executive Vice President  
(Please Type Name of President/Vice President)

25<sup>th</sup> day of November, 2014

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

## EXHIBIT "A" SCOPE OF SERVICES

Consultant will provide the following services for fixed fees:

- |   |                        |
|---|------------------------|
| 1. Benefit Plan Consulting Services                           | \$7,500 per month      |
| 2. Data Warehouse data collection and reporting               | \$1,250 per month      |
| 3. Annual FLOIR self-insured plan filings (Health & Pharmacy) | \$2,500 total annually |

\*All reporting outlined in this Scope of Service is contingent on the data being made available from the health and pharmacy carriers to Wells Fargo Insurance Services (WFIS) data warehouse along with the timing of the receipt of the data. It will be the responsibility of WFIS to use its "best efforts" to obtain the data from the carriers within the required timeframes. WFIS will notify Employee Benefit Services of any delays or difficulties in obtaining the data within the required timeframes prior to the deadline.

<b>1. Benefit Plan Consulting Services – Monthly, Quarterly, Annual - \$7,500 per month</b>		
<b>#</b>	<b>Consulting Service</b>	<b>Est. Completion Date</b>
<b>General Consulting Services:</b>		
A.1	Strategy/Planning –Develop Plan Goals and Objectives for upcoming year and develop a 3-5 year Strategic Benefits Consulting Plan including an Executive Report and meeting	March 31 <sup>st</sup>
A.2	Establish goals and requirements for plan year and beyond	March 31 <sup>st</sup>
A.3	Analyze Health and Pharmacy Plans and costs: Prepare annual report with detailed analysis of plan designs, claim experience, utilization, and discounts, including recommendations for action plans. Written report with results will be provided to Broward County. Analysis may include but not limited to: a. Rate comparisons b. Disruption analysis c. Discount analysis d. Benefit Modeling/Cost Benefit Analysis e. Sustainability Analysis	March 31 <sup>st</sup>
A.7	Identify opportunities for savings through vendor negotiations, plan design changes and best practices. Provide recommendations based on reported findings and industry best practices. (Contingent on receiving carrier renewal by April 7 <sup>th</sup> .)	April 30 <sup>th</sup>
A.8	Collaborate with Broward County for review and analysis of premium equivalent rates, administration, timing, communication and marketing.	April 30 <sup>th</sup>
A.9	Report and discuss employee contribution strategy for 2016 and long term based on industry trends and best practices.	June 30 <sup>th</sup>
A.10	Review claims monthly for outliers, or areas of concern and address with County and carrier with recommendations	Monthly-30 days after end of prior month
A.12	Plan Financials report, discussion with recommendations	Monthly-30 days after end of prior month
A.13	Workforce Evaluation – demographic report and discussion with recommendations	Monthly-30 days after end of prior month
A.14	Administrative Services Review - report and discussion with recommendations	Monthly-30 days after end of prior month
A.15	Respond to miscellaneous questions (example: questions on PPACA, medical trend/inflation, Rx trend/inflation, etc.)	As requested

<b>1. Benefit Plan Consulting Services – Monthly, Quarterly, Annual - \$7,500 per month</b>		
<b>#</b>	<b>Consulting Service</b>	<b>Est. Completion Date</b>
A.17	Attend semi-annual meeting with Rx carrier to review plan pulse/utilization report.	Semi-annual in association with Rx carrier's schedule

<b>Quarterly Consulting Services:</b>		
B.1	Strategic quarterly meetings to review and discuss current status, goals and planning with recommendations including a comprehensive report on the following:	Quarterly-20 days after quarter ends
	<ul style="list-style-type: none"> <li>Review, analysis, discussion of claim experience and financial arrangements with health and pharmacy carriers based on claims to premium reports, Rx rebates and all of the components that effect the financial stability of the health and prescription drug plans.</li> </ul>	
	<ul style="list-style-type: none"> <li>Health plan Stop-Loss analysis with shock claim details and claim submission status with carriers</li> </ul>	
	<ul style="list-style-type: none"> <li>Employee Communications review and recommendations as requested by Benefits Staff.</li> </ul>	
	<ul style="list-style-type: none"> <li>Employee Engagement strategies review and recommendations</li> </ul>	
	<ul style="list-style-type: none"> <li>Evaluate current Wellness program, long-term plans, budget, and industry best practices. Review formal plan with goals to measure success/failure based on agreed upon baseline and Return on Investment guarantees.</li> </ul>	
	<ul style="list-style-type: none"> <li>Review and report on the performance of health &amp; pharmacy carriers, including satisfaction of performance guarantees as outlined in their individual Agreements. Identify areas of concern and, if required, make recommendations for remediation.</li> </ul>	
B.2	Attend quarterly meeting with health carrier to review plan pulse/utilization report.	Quarterly in association with Health carrier's schedule

<b>Regulatory Compliance:</b>		
C.1	Provide updates on relevant federal and state legislative requirements through direct notification and access to Cybersure portal.	As updates occur
C.2	Assure compliance with all federal and state laws, regulations or rulings regarding employee benefits	Ongoing
C.3	Provide updates on Healthcare Reform mandates and compliance reporting requirements through direct notification and access to Cybersure portal.	As updates occur

<b>Advanced Data Warehouse Analytics:</b>		
D.1	Analysis, Reporting and discussion: advanced data warehousing analytics while applying risk factor algorithms designed by actuaries to assess health status on a macro and granular level	Monthly-30 days after end of period or month

	<p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>a) Patient Data Level – Eligibility, Demographics, Health and Pharmacy claims, Wellness Program Data.</li> <li>b) TPA Administrator Data – Discount Arrangements, Provider Network Information</li> <li>c) Disease Management Data</li> <li>d) Benefit Level Data (Provided Humana agrees to provide data on who is participating in the wellness programs, along with lab, biometrics, etc.)</li> </ul>	
	<p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>a. Plan level results benchmarked against established standard (Kaiser)</li> <li>b. Input/output summaries to assess if the healthcare strategy is working as designed</li> </ul>	

<p align="center"><b>2. Data Warehouse – Data collection and monthly reporting (Health and Rx) – \$1,250 per monthly (Based on timely receipt and validation of data from health and pharmacy vendors)</b></p>		
#	Reporting	Est. Completion Date
E.1	Monthly Reports to be provided from Data Warehouse in electronic format.	Monthly-30 days after end of prior month
	<ul style="list-style-type: none"> <li>• Duplicate claims</li> </ul>	
	<ul style="list-style-type: none"> <li>• Contractual rates and performance (provided Humana agrees to provide WFIS with discount data)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Engagement rates for preventive services. (provided Humana agrees to provide WFIS with data)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Provide care compliance reporting that includes gaps in care.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Care compliance risk management (individual member exceed certain threshold, track care and identify gaps in care)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Stop loss tracking</li> </ul>	
	<ul style="list-style-type: none"> <li>• Sweep of data for claims associated with automobile accidents for subrogation purposes</li> </ul>	
	<ul style="list-style-type: none"> <li>• Utilization Benchmarking/Comparison</li> </ul>	
	<ul style="list-style-type: none"> <li>• Emerging Claims</li> </ul>	
	<ul style="list-style-type: none"> <li>• Advanced Imaging</li> </ul>	
	<ul style="list-style-type: none"> <li>• Clinical Risk Groups - Disease Management Metrics &amp; Compliance. (provided Humana agrees to provide WFIS with data)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Demographic Analysis</li> </ul>	
	<ul style="list-style-type: none"> <li>• Network Analysis</li> </ul>	
	<ul style="list-style-type: none"> <li>• Monthly Cost Summary – per month summary of claim expenditures, network discounts and employee responsibility. Action Plan Summary.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Shock Claims – review high claims members and the costs incurred.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Plan Experience Summary – Eligibility and plan cost summary on a per-month basis.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Key Utilization Indicators – Summary –level trend analysis of employee census and benefits. Consultant Performance Metrics.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Cost by Age Group - Review age groups and incurring claim costs.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Medical Benefit Category Distribution – trend information on services and spending on diagnostic categories.</li> </ul>	

**2. Data Warehouse – Data collection and monthly reporting (Health and Rx) –  
\$1,250 per monthly  
(Based on timely receipt and validation of data from health and pharmacy vendors)**

#	Reporting	Est. Completion Date
	<ul style="list-style-type: none"> <li>• Prescription Analysis – prescription data tabulated by drug name or category.</li> </ul>	
	<ul style="list-style-type: none"> <li>• Prescription Utilization – Prescription costs and dispensing information</li> </ul>	
	<ul style="list-style-type: none"> <li>• Top 10 Drug Names by Plan Payment Amount</li> </ul>	
	<ul style="list-style-type: none"> <li>• Advanced Clinical Data Analysis and Reporting</li> </ul>	
E.2	Ad hoc reports as requested.	Ongoing

**3. Annual FLOIR Filings for self-insured health and Rx Plans - \$2,500 Total**

F.1	Florida Office of Insurance Regulation filing for self-insured for Health and Pharmacy plans	March 31 <sup>st</sup>
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**4. Additional Services – Ad hoc**

G.1	Issued by request through County work order.	Not to exceed \$175,000 in the initial term.
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**EXHIBIT "B"**

**COMPENSATION FEES & RATES**

**EXHIBIT "B"**  
**COMPENSATION FEES/RATES**

<b>SERVICES</b>	<b>FIXED RATE</b>
Benefit Plan Consulting Services	\$7,500 per month
Data Warehouse (Data collection & reporting)	\$1,250 per month
Annual FLOIR self-insured plan filings (Health & Pharmacy)	\$2,500 annually

<b>AD HOC SERVICES</b> (Issued by request through County work order)	<b>HOURLY RATES</b>
Principal/Director/President	\$250.00
Lead Consultant/Vice President	\$195.00
Lead Actuary	\$250 - \$350
Actuary	\$150 - \$250
Senior Consultant	\$175.00
Consultant	\$110.00
Analyst	\$75.00
Administrative/Clerical	\$50.00
Medical Professional	\$250 - \$350

**EXHIBIT "C"**  
**PERFORMANCE MEASURES**

## EXHIBIT "C" PERFORMANCE MEASURES

	PERFORMANCE MEASURE	PENALTY
<b>Transition/Implementation Guarantees</b>		
1.	<p><b>Transition/implementation Commitment:</b> Transition/ Implementation meetings will be held with the County to discuss program details and implementation strategy. Implementation will be managed in accordance with a customized implementation plan, that will include:</p> <ul style="list-style-type: none"> <li>• Time parameters</li> <li>• Pertinent steps</li> <li>• Agreed upon timeframes for each step</li> <li>• Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor</li> </ul> <p>At least <u>95%</u> of action items assigned to Vendor will be completed or delivered by the due date indicated in the implementation plan</p>	.50% of annual premium
2.	<p><b>Transition/Implementation Satisfaction:</b> Benefits staff will be satisfied that the service delivered by the assigned Implementation Team qualifies as a "solid performance that generally meets requirements" (3.0) or higher as defined in the implementation satisfaction survey defined below.</p> <p>Based on average Score:            5.0 – 3.0 = 0      2.9 – 2.5 = ½            2.4 – 2.0 = ¾      1.9 &amp; below = all of category penalty.</p>	.50% of annual premium
<b>Performance Guarantees</b>		
3.	<p><b>Project/Work Order</b> Firm guarantees:</p> <ol style="list-style-type: none"> <li>1. The completion of all projects and work orders including all specific tasks to be performed; and</li> <li>2. The completion of all projects and work orders by the timeframe specified by the County.</li> </ol>	10% of compensation for each project or work order, including all specific tasks to be performed, that Firm fails to complete in the timeframe specified by the County.
4.	<p><b>Data Warehouse – Reporting</b> Firm guarantees: Upon implementation of data feeds from the County’s health and pharmacy vendors to Firm or Firm’s designated provider and issuance of a project work order to Firm, Firm agrees to provide County monthly reporting per an agreed upon content and format. Firm will provide County with reports with a full overview within 30 days following end of prior month.</p>	10% of monthly compensation
<b>Account Management</b>		
5.	<p><b>Reporting:</b> Provide monthly reports within thirty (30) days following the end of the reporting period; and quarterly and/or annual reports within twenty (20) days after the end of the reporting period. (Measured quarterly)</p>	.50% of quarterly premium
6.	<p><b>Service Meetings:</b> Monthly meetings will be prescheduled with County to review health and pharmacy plan performance and service delivery. (Measured quarterly)</p>	.25% of quarterly premium
7.	<p><b>Renewal Notification:</b> Renewal notice will be provided to County 270 days before hourly rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action. (Measured annually beginning 4<sup>th</sup> year of contract)</p>	.25% of annual premium

	PERFORMANCE MEASURE	PENALTY
8.	<p><b>Annual Satisfaction:</b> Benefits staff will be satisfied that the service delivered by the Account Management Team qualifies as a “solid performance that generally meets requirements” (3.0) or higher as defined in the survey defined below. (Measured annually)</p> <p>Based on average Score:</p> <p>5.0 – 3.0 = 0      2.9 – 2.5 = ½</p> <p>2.4 – 2.0 = ¾      1.9 &amp; below = all of category penalty.</p>	<p>.50% of annual premium</p>

**EXHIBIT "D"**

**BUSINESS ASSOCIATE AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA  
AND WELLS FARGO INSURANCE SERVICES USA, INC.**

This BUSINESS ASSOCIATE AGREEMENT ("BAA") is entered into by and between Broward County, Florida ("County"), and WELLS FARGO INSURANCE SERVICES USA, INC., a North Carolina corporation authorized to do business in the State of Florida with its principal office located at 10 S. Wacker, 17 Floor, Chicago, IL 60606 ("Business Associate") in connection with the Agreement Between Broward County and Wells Fargo Insurance Services USA, Inc. for Employee Benefits Consulting Services for Broward County, RFP No. **R1223430P1** (the "Agreement").

**RECITALS**

1. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information ("PHI");
2. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH");
3. HIPAA and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement; and
4. The County and Business Associate desire to comply with the requirements of HIPAA and HITECH and acknowledge their respective responsibilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1: Definitions**

- 1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.
- 1.2 "HIPAA Laws" mean collectively HIPAA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

- 1.3 When the term “PHI” is used in this BAA, it includes the term “Electronic Protected Health Information” or “E PHI.”
- 1.4 Penalties as used in Section 3.18 below are defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary of Health and Human Services (HHS). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:
- a. the nature and extent of the violation;
  - b. the nature and extent of harm resulting from such violation;
  - c. the degree of culpability of the covered entity or business associate;
  - d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
  - e. the financial condition of the covered entity or business associate, and
  - f. such other matters as justice may require.

## **Section 2: Confidentiality**

- 2.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.
- 2.2  If this box is checked, the County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

## **Section 3: Obligations and Activities of the Business Associate**

### Use and Disclosure of PHI

- 3.1 The Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:
- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by the County;

- b. Use the PHI received in its capacity as a Business Associate of the County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
  - c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by the County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;
  - d. Use PHI to provide data aggregation activities relating to the operations of the County; and
  - e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.
- 3.2 Business Associate shall limit its use and disclosure of, and request for PHI when practical or as required by law, to the information making up a Limited Data Set, as defined by HIPAA, and in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request.
- 3.3 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws.

(The remainder of this page is intentionally left blank.)



Administrative, Physical, and Technical Safeguards

- 3.4 Business Associate shall implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the County. The safeguards shall include written policies, procedures, a security risk assessment, training of Business Associate employees, and sanctions that are in compliance with HIPAA Laws.
- 3.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions and conditions that apply to Business Associate pursuant to this BAA, including implementation of administrative, physical, and technical safeguards.

Access of Information; Amendment of Information; Accounting of Disclosures

- 3.6 Business Associate shall make available to the County all PHI in Designated Record Sets within ten (10) days of the County's request for the County to meet the requirements under 45 CFR § 164.524.
- 3.7 Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR § 164.526 in the time and manner reasonably designated by the County.
- 3.8 Business Associate shall timely document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to the County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days of termination of this BAA, or sooner if reasonably requested by the County for purposes of any monitoring/auditing of the County for compliance with HIPAA Laws.
- 3.9 Business Associate shall provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 and HIPAA Laws.

(The remainder of this page is intentionally left blank.)

### Mitigation

- 3.10 Business Associate shall mitigate, to the extent possible and at its own expense, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA or applicable law.
- 3.11 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose PHI in any manner not authorized by this BAA or applicable law.

### Reporting of Breaches and Mitigation of Breach

- 3.12 Business Associate shall notify the County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use or disclosure of any unsecured PHI within twenty-four (24) hours of Business Associate becoming aware of such access, acquisition, use or disclosure. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A breach of unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate.
- 3.13 Business Associate shall submit a written report of a breach to the County within ten (10) business days after initial notification, and shall document the following:
- a. The identification of each individual whose PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the breach;
  - b. A brief description of what occurred, including the date of the breach and the date of the discovery of the breach, if known;
  - c. A description of the types of PHI that are involved in the breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.)

- d. A description of what is being done to investigate the breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
  - e. Any steps the County or the individual impacted by the breach should take to protect himself or herself from potential harm resulting from the breach;
  - f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of the County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals; and
  - g. Any other reasonable information requested by the County.
- 3.14 In the event of a breach, Business Associate shall, in consultation with and at the direction of the County, assist the County in conducting a risk assessment of the breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate.
- 3.15 The County, in its sole discretion, will determine whether the County or Business Associate shall be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as to the Secretary of HHS and the media.
- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
  - b. Information may be posted on the County and Business Associate's website where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.
  - c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

- d. The County may report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of HHS as required by HIPAA Laws.
- 3.16 Business Associate agrees to pay the costs for notification to the County, individuals, and their representatives of any security or privacy breach that should be reported by Business Associate to the County. Business Associate also agrees to pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if the County determines that the breach warrants such measures.
- 3.17 Business Associate agrees to have established procedures to investigate a breach, mitigate losses, and protect against any future breaches, and to provide such procedures and any specific findings of the investigation to the County in the time and manner reasonably requested by the County.
- 3.18 Business Associate is liable to the County for any civil penalties imposed on the County under the HIPAA laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate.

#### Available Books and Records

- 3.19 Business Associate shall make its internal practices and books, related to the Agreement and the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Grants Administrator within five (5) business days of the Agreement.
- 3.20 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws and PHI, relating to the use and disclosure of PHI received from the County or created or received on behalf of the County available to the County or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

#### **Section 4: Obligations of the County**

- 4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.
- 4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

- 4.3 The County shall notify Business Associate of any restriction to the use or disclosure of PHI to which the County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.
- 4.4 The County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by the County.

## **Section 5: Term and Termination**

### Term

- 5.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the latter of termination or expiration of the Agreement, or the return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

### Termination

- 5.2 Upon the County's knowledge of a material breach of this BAA by Business Associate, the County shall either:
- a. Provide an opportunity for Business Associate to cure the breach or terminate this BAA and the Agreement if the Business Associate does not cure the breach within the time specified by the County;
  - b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
  - c. If neither termination nor cure is feasible, the County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

### Effect of Termination

- 5.3 Upon completion or termination of the Agreement, Business Associate agrees, at County's option, to return to the County or destroy all PHI gathered, created, received or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by the County.

- 5.4 In the event that returning or destroying PHI is infeasible, Business Associate shall provide to the County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI, in which case Business Associate's obligations under this Section shall survive termination of this BAA.

### **Section 6: Miscellaneous**

- 6.1 Amendment. The County and Business Associate shall take such action as is necessary to amend this BAA for the County to comply with the requirements of HIPAA Laws or other applicable law.
- 6.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit the County to comply with HIPAA Laws.

(The remainder of this page is intentionally left blank.)

BUSINESS ASSOCIATE AGREEMENT TO EXISTING AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND BUSINESS ASSOCIATE, ENUMERATING THE RESPONSIBILITIES OF EACH REGARDING COMPLIANCE WITH HIPAA LAWS.

WHEREAS, the parties have made and executed this Business Associate Agreement between BROWARD COUNTY and BUSINESS ASSOCIATE, on the respective dates under each signature: BROWARD COUNTY through its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE signing by and through its Senior Vice President, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its  
County Administrator

BY 

9<sup>th</sup> day of December, 2012



Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite #423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By 

12.01.2014  
Tricia D. Brissett (Date)  
Assistant County Attorney





**EXHIBIT "E"**

**CERTIFICATE OF LIABILITY INSURANCE**

**CERTIFICATE OF LIABILITY INSURANCE**EXHIBIT 1  
Page 50 of 50  
DATE (MM/DD/YYYY)  
11/17/2014

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

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

<b>PRODUCER</b> Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	<b>CONTACT NAME:</b> Wells Fargo Certificate Service Center <b>PHONE (A/C, No, Ext):</b> 404-923-3674 <b>FAX (A/C, No):</b> 1-877-362-9069		
	<b>E-MAIL ADDRESS:</b> wfis.certificaterequest@wellsfargo.com		
<b>INSURED</b> Wells Fargo & Company and its Subsidiaries including Wells Fargo Insurance Services USA, Inc. 90 South 7th Street, 14th Floor Minneapolis, MN 55402	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Old Republic Insurance Company		24147
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 8408293**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 58768	04/01/10	04/01/15	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 20922	04/01/10	04/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 116599	04/01/10	04/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Errors & Omissions Claims Made			MWZZ 50572	04/01/10	04/01/15	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Broward County Board of County Commissioners, and Broward County, FL are Additional Insured with respects to General Liability only as required per written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Broward County Board of Commissioners,  
 Human Resources  
 115 South Andrews Avenue, Room 115  
 Ft Lauderdale FL 33301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE