



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this "Agreement") is entered by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **AON Risk Insurance Services West, Inc.**, a California corporation ("Aon" or "Contractor"), to be effective for all purposes June 1, 2020.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 20-49 (the "RFP") on January 30, 2020, requesting proposals for Employee Benefits Consulting Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated February 28, 2020 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on May 5, 2020; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. Contractor Services.

- a) Contractor shall, on a quarterly, annually or on an as requested basis, analyze County's claims administrator's financial and claim reports, in order to identify costs and trends for the previous twelve (12) to twenty-four (24) months.
- b) Contractor shall review and analyze annual renewals received from insurance carriers and other vendors, as applicable, to identify cost trends and opportunities for cost savings.
- c) As requested by County, Contractor shall annually assist in negotiation with insurance carriers to procure renewal rates that are in the best interest of County.
- d) Contractor shall, annually or on an as requested basis, analyze retrospective and prospective Plan costs of the various Plans.
- e) Contractor shall, annually, quarterly or on an as requested basis, compare actively insured employee data with expected employment levels and salaries to project and develop funding rates, premium levels, reserves, and cost projections for self-funded and fully insured Plans.
- f) Contractor shall annually analyze utilization patterns of the various Plans over a one (1) to three (3) year period, to determine areas of improvement for potential benefit design changes and Plan participant communication targeting.
- g) Contractor shall annually evaluate County's self-funded Plans' reserve positions and provide recommendations to County.

- h) Contractor shall, as requested, consult with County staff on the aspects of the various Plans' operation, including but not limited to claims, reserves, and insurance carrier performance, as well as the Plans' overall progress and development.
- i) Contractor shall consult with the County's Health Insurance Committee members and the Plan sponsor by attending a minimum of four (4) meetings throughout the calendar year and on an as requested basis, regarding proposed changes to benefit Plan design, premium structuring and eligibility.
- j) Contractor shall annually evaluate insurance carriers' effectiveness in managing claims costs.
- k) Contractor shall, on a quarterly and as needed basis, identify and communicate trends in cost and funding changes required due to changes in economic conditions.
- l) Contractor shall annually assess the relative merits of conventionally insured versus alternate funding arrangements.
- m) Contractor shall annually, or on an as requested basis, evaluate managed care programs for implementation recommendation to County.
- n) Contractor shall annually, or on an as requested basis, evaluate wellness programs for recommendation to County.
- o) Contractor shall annually, or on an as requested basis, evaluate pharmacy benefit manager performance.
- p) Contractor shall, on an as requested basis, assist with the development of County's corporate philosophy as it relates to its benefit programs.
- q) Contractor shall annually review County's benefit programs to determine administrative burden and opportunity for process or program improvement.
- r) Contractor shall annually perform a comprehensive review County's various Plan designs as well as all Plan documents, to include service agreements, administrative agreements, policies/procedures, summary Plan descriptions, benefit summaries and participant communication pieces, for accuracy, consistency, clarity and regulatory compliance with state and federal regulations.
- s) Contractor shall annually review the various Plan designs to ensure consistency with County's financial objectives.
- t) Contractor shall assist the County with changes resulting from legislative changes to, or replacement of, the Patient Protection and Affordable Care Act (PPACA or more commonly referred to as the Affordable Care Act "ACA") when the changes occur.
- u) Contractor shall, as requested, assist County with communicating to insurance carriers.
- v) Contractor shall, as requested, assist County with resolving insurance carrier administrative and billing problems.
- w) Contractor shall, as requested, provide technical support to County on claim adjudication issues.
- x) Contractor shall, as requested, provide administrative support and advisement to County's Human Resources Department if questions arise pertaining to County's benefit Plans.
- y) Contractor shall provide recommendations on legislative issues impacting employee benefit programs.
- z) Contractor shall, as needed, assist County with any implementation of benefit changes including revisions in premium(s) and Plan record-keeping procedures, and master policy certificates amendments.
- aa) Contractor shall, as needed, assist County with drafting notices to Plan participants about various Plan or administrative changes and communication pieces for inclusion in benefits newsletters.
- bb) Contractor shall prepare and deliver presentations regarding regulatory and industry topics to the County's Health Insurance Committee and/or County Management to aid County in reaching decisions on issues that arise in the course of Plan operation or that become apparent from County's annual or quarterly reports, Plan design or administration questions, national and industry trends, or public policy.

- cc) Contractor, as requested, shall assist County with development of any Request for Proposals (“RFP”) issued for County’s insurance benefit plans.
- dd) Contractor shall provide technical analysis of data received from respondents to any RFP issued for County’s insurance benefit plans. A written report and side by side comparison of responses to individual questions shall be provided as part of the technical analysis. The RFP issuance is staggered which results in one (1) to two (2) being issued per year.
- ee) Contractor shall be in compliance with all HIPAA Privacy, Electronic Data Interface (EDI) and Security requirements.
- ff) Contractor shall perform the Aon Local Advantage Solution Services identified in Exhibit “A,” attached hereto and made a part hereof for all purposes, in addition to the services identified in (a) through (ee) above, and (gg) below.
- gg) Contractor shall perform a Discount Analysis to compare provider networks when requested by County. The Discount Analysis includes Contractor’s proprietary and confidential information, which cannot be provided to third parties, unless otherwise provided by law. County will be required to sign a separate confidentiality agreement governing the Discount Analysis, which fully details the confidentiality obligations, before Contractor can provide the Discount Analysis results.

Contractor shall provide any additional Employee Benefit Consulting Services, as required by County, on an as requested basis as provided above.

2. Deliverables.

- a) Contractor shall provide, as determined by County, hard copy and/or electronic quarterly and annual reports analyzing claims experience, benefits paid, contributions, administrative expenses, gross and net cost of insured benefits, net cost of any self-insured coverages and other items identified above in Section A(1) for presentation to the County’s Health Insurance Committee and Plan Administrator, which reports shall include projected income and expense budget based on an analysis of prior experience and known or anticipated factors affecting future operations.
- b) Contractor shall provide, as determined by County, hard copy and/or electronic quarterly updates on regulatory issues for presentation to the County Health Insurance Committee.
- c) Contractor shall provide, as determined by County, hard copy and/or electronic technical bulletins, at least quarterly and annually, created by either Contractor or industry experts, addressing new regulatory initiatives and developments in the employee benefits field that may affect County planning and policy decisions.

SECTION B. TERM: The term of this Agreement shall commence June 1, 2020 and shall continue through December 31, 2023, unless sooner terminated, as provided herein. At County’s sole option the Agreement may be renewed for up to three (3) consecutive one-year periods or one continuous three (3) year period, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$345,000.00), which amount does not include applicable New Mexico gross receipts taxes (“NMGR”). Compensation shall be paid in accordance with the rate schedule set out as follows:

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Contract Services	\$27,709.00	\$49,000.00	\$50,500.00	\$52,000.00	\$53,000.00	\$54,500.00	\$56,000.00

2. Monthly Invoices. Contractor shall submit itemized monthly invoices to County's Benefits and Pension Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with the standard that is consistent with the industry standard of care for services providers. Contractor's professional services do not in any case include legal, investment, or accounting services, and Contractor is not a fiduciary to Agency's plans.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS:

Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("Contractor Information").

All right, title and interest in and to any data, information and other materials furnished to Contractor by County hereunder ("County Information") are and shall remain County's sole and exclusive property. County grants to Contractor a license to use such County Information to provide the Services. To the extent that any Contractor Information is contained in any of the Deliverables, subject to the terms of this Agreement, Contractor hereby grants to County a paid-up, royalty-free, nonexclusive license to use such Contractor Information solely for County's governmental use in connection with the Deliverables.

To the extent that Contractor utilizes any of its property, including, without limitation, the Contractor Information, in connection with the performance of Services, such property shall remain the property of Contractor and, except for the limited license expressly granted in the preceding paragraph, the County shall acquire no right or interest in such property. County will honor Contractor copyrights, patents, and trademarks relating to Services, Deliverables and Contractor Information, and will not use Contractor's name or other intellectual property without Contractor's prior written consent.

The Services and Deliverables provided by Contractor hereunder are provided solely for the County's governmental use; they are not intended to be used or relied upon by third parties.

SECTION H. CONFIDENTIALITY:

The Confidential Information Disclosure Statement found in Exhibit “B,” attached hereto and made a part hereof for all purposes, must be completed by Contractor and submitted as part of this Agreement. Upon termination of this Agreement, each party shall deliver all confidential material in its possession to the other party within thirty (30) calendar days of such termination.

SECTION I. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for claims that may arise from Contractor's relationship to its employees and subcontractors based on Contractor's failure to compensate such employees and contractors.

SECTION J. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** A limit of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim, and with at least TWO MILLION DOLLARS aggregate limit. The coverage must be written without any restrictive “negligent act, negligent error, or negligent omission” clause, and the coverage must be sufficient to protect Contractor for a five (5) year period from the completion of this contract, against any and all claims which may arise from Contractor's negligent performance of the work described herein.

SECTION K. AUDIT & RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date and nature of the services rendered. Contractor shall make available, for inspection by County, all records, and other documents pertaining to this Agreement at any reasonable time upon request.

SECTION L. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION M. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION N. INDEMNITY:

Contractor shall indemnify and hold harmless County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omissions committed by the County, its officers or employees. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County.

The Contractor's liability to the County for any cause whatsoever shall be limited to two times the amount of the purchase price paid to the Contractor for the products and services that are the subject of the County's claim. The foregoing limitation does not apply to damages resulting from personal injury caused by the Contractor's negligence.

SECTION O. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence. During any such delay in performance, the delayed party shall, as soon as practicable but no later than two (2) days after the cause of the delay, notify the other party of the reason(s) for such delay and will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay has ended or failure has been corrected.

SECTION P. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County, except that Contractor may assign its rights and obligations to an affiliate entity controlled by or controlling the Contractor with prompt notice to County of such assignment.

SECTION Q LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION R. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION S. TERMINATION:

- 1. Generally.** County may terminate this Agreement without cause upon thirty (30) days prior written notice to Contractor. County may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to cure, an alleged breach of this Agreement within thirty (30) days' notice thereof. Upon such termination, Contractor shall be paid for Services actually completed through the date of termination to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days' notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION T. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Benefits and Pension Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 230
Los Alamos, New Mexico 87544

Contractor:

AON Risk Insurance Services West, Inc.
6501 America's Parkway NE, Suite 650
Albuquerque, New Mexico 87110

With a copy to;
Aon Consulting, Inc.
Attn: Chief Counsel
200 East Randolph Street
Chicago, IL 60601

SECTION U. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION V. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

SECTION W. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION X. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in counterparts, each of which shall be deemed an original.

[Remainder of page intentionally blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
HARRY BURGESS
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

AON RISK INSURANCE SERVICES WEST, INC.,
A CALIFORNIA CORPORATION

BY: _____ **DATE**
ERIC WEINSTEIN
EXECUTIVE VICE-PRESIDENT

EXHIBIT “A”

Comprehensive List of Aon Local Advantage Solution Services to be Provided by Contractor

Consulting Services	Frequency	Cost
Strategy		
▪ Strategic planning for benefit program	Annually	Included
▪ Benchmark design/costs	Annually	Included
▪ Cost containment tactics	Quarterly	Included
▪ Plan cost forecasting	Annually	Included
▪ Annual stewardship report	Annually	Included
▪ Annual service review—Client Promise		
▪ Action plan and service schedule		
Financial Management		
▪ Annual review of benefit budget	Annually	Included
▪ Contribution modeling	Annually (if necessary)*	Included
▪ COBRA rate development		
▪ Stop loss deductible and attachment level analysis		
▪ Alternate funding arrangement analysis		
▪ Evaluate alternative plan design changes	Semi-Annually (based on size and availability of data)	Included
▪ Financial reporting including dashboards		
▪ Comprehensive medical/Rx utilization analysis		
Renewal/Marketing		
▪ Pre-renewal projections	Annually, if necessary*	Included
▪ Detailed marketing/renewal report		
▪ Market selection and approval		
▪ Total and itemized costs		
▪ Network access and provide disruption analysis		
▪ Carrier/Vendor performance/rate guarantees		
▪ Funding methodology evaluation		
▪ Carrier financial ratings/market review	At renewal, marketing and stewardship	Included
▪ Finalist meetings	Annually, as needed*	Included
▪ Best and final negotiations		
▪ Disclosure of all proposals and compensation	Annually	Included
Implementation		
▪ Carrier application preparation assistance	Annually	Included
▪ Enrollment meeting support/coordination		
▪ Contract review		
▪ Review vendor created employee communications		
▪ Administrative arrangements (billing, banking, reporting, data)		
▪ Executive summary of final decisions	Annually	Included

Consulting Services	Frequency	Cost
Ongoing Service		
<ul style="list-style-type: none"> ▪ National Aon vendor liaisons 	As needed*	Included
<ul style="list-style-type: none"> ▪ Scheduled vendor service meetings 		
<ul style="list-style-type: none"> ▪ Issue resolution (claim, billing, eligibility) 		
<ul style="list-style-type: none"> ▪ Work plan for ongoing tasks/projects 	Annually	Included
Compliance & Regulatory support		
<ul style="list-style-type: none"> ▪ Review documents from insurers, including Summary Plan Description (SPD) provisions, contracts, agreement and documents 	Ongoing	Included
<ul style="list-style-type: none"> ▪ Standardize Wrap SPD document preparation & annual update from Wrap 360, if needed 	Annually (as needed)*	Included
<ul style="list-style-type: none"> ▪ Web-based Compliance Dashboard including HIPAA Pro 	Ongoing	Included
<ul style="list-style-type: none"> ▪ Web-based Compliance Informational Library (Includes Federal and State Compliance information) 	Ongoing as needed*	Included
<ul style="list-style-type: none"> ▪ Compliance Checklists 	As Needed*	Included
<ul style="list-style-type: none"> ▪ HR Compliance Library 	As needed*	Included
<ul style="list-style-type: none"> ▪ Current plan year 5500 preparation—signature ready (excludes delinquent filings) 	Annually	Included
<ul style="list-style-type: none"> ▪ Summary Annual Report preparation 		
<ul style="list-style-type: none"> ▪ Ongoing webcasts and legislative alerts 	Ongoing	Included
<ul style="list-style-type: none"> ▪ Incurred But Not Reported (IBNR) calculation 	As requested*	Included
Communications		
<ul style="list-style-type: none"> ▪ Employer Portal (Self-Service research library and document manager) 	Ongoing and as needed*	Included
<ul style="list-style-type: none"> ▪ Annual Enrollment Communication guidance 	Annually	Included (printing additional cost)
<ul style="list-style-type: none"> ▪ Open Enrollment Guide and Poster 		
<ul style="list-style-type: none"> ▪ Benefits website—client branded (standalone; does not include enrollment solution) 	Ongoing and as requested*	Included
Wellness		
<ul style="list-style-type: none"> ▪ Wellness Tools and Resources 	Ongoing and as requested*	Included
<ul style="list-style-type: none"> ▪ Wellness Newsletters and wellness topic information source 		
<ul style="list-style-type: none"> ▪ Client Ready Wellness Campaigns 	Ongoing and as requested*	Included
<ul style="list-style-type: none"> ▪ Wellness Calendar of Events 	As Needed*	Included
Resources		
<ul style="list-style-type: none"> ▪ Subject Matter Expertise <ul style="list-style-type: none"> – Wellbeing Experts – Pharmacists – Actuaries – Absence and Leave Experts 	Ongoing and as requested*	Included
<ul style="list-style-type: none"> ▪ Access to local geographic experts in 50 U.S. offices 		
<ul style="list-style-type: none"> ▪ HR Online training courses 		
<ul style="list-style-type: none"> ▪ Preferred vendor support for COBRA, FSA, and HSA solutions 	Annually (as needed)*	Included

*As needed, requested or necessary, as determined by County.

Zywave End User Agreement

Some of the Services detailed in this Exhibit allow County to access the Zywave web-based portal. County shall abide by all local and international laws and regulations applicable to its use of Zywave's Service and use Zywave's Service only for permitted purposes under this Agreement. Aon and Zywave do not represent or endorse the accuracy or reliability of any content posted in the portal and County acknowledges that any reliance upon such content shall be at County's sole risk. Client agrees to carefully evaluate and review any content prior to using or relying upon it.

EXHIBIT "B"
Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: _____

County: _____

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the confidential information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.

5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.

6. Miscellaneous – Except as otherwise provided in the above-referenced agreement Between County and Contractor, all Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

7. Indemnity – Contractor shall indemnify, hold harmless, and defend County, its Council Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney’s fees, of any kind or nature, arising from Contractor’s performance hereunder or breach hereof or the performance of Contractor’s employees, agents, representatives, and subcontractors.

Signed this ___ day of _____, 20__

Contractor

County

By

By

Title

Title