

BROKER SERVICES AGREEMENT

between

Alliant Insurance Services, Inc.

and

City of Redlands

I. PARTIES.

The PARTIES to this BROKER SERVICES AGREEMENT are City of Redlands (CLIENT) and Alliant Insurance Services, Inc. (ALLIANT).

II. AGREEMENT.

In consideration of the payments and covenants specified in this AGREEMENT, ALLIANT shall perform the SERVICES described herein.

III. DEFINITIONS.

When used throughout this AGREEMENT, capitalized terms, whether in the singular or in the plural form, shall have the meanings ascribed to them at their first occurrence. In addition, the following terms, when capitalized, whether in the singular or in the plural form, shall have the meanings set forth below:

- A. ALLIANT** – Alliant Insurance Services, Inc.
- B. CLIENT** – City of Redlands
- C. AGREEMENT** – This Broker Services Agreement, its addendums, exhibits, and/or attachments, and any written changes that are agreed upon by the PARTIES.
- D. COMPENSATION** – Remuneration paid to ALLIANT as consideration for its SERVICES performed under this AGREEMENT, which shall be in the form of either a FEE and/or COMMISSION.
- E. FEE** – Annual remuneration paid by CLIENT directly to ALLIANT for SERVICES (does not include COMMISSION).
- F. COMMISSION** – Remuneration paid by CLIENT’S insurance carriers, or their representative(s), directly to ALLIANT on placements for CLIENT.
- G. PARTY** – CLIENT or ALLIANT.
- H. PROGRAM** – The categories of risk and insurance placed on behalf of CLIENT and SERVICE provided under the scope of this AGREEMENT and listed in Addendum A.

- I. **SERVICE** – Any and all obligations of ALLIANT to be performed pursuant to this AGREEMENT.
- J. **CONFIDENTIAL INFORMATION** – Information considered by its owner to be confidential, proprietary and/or trade secret including, without limitation, client information, data, recommendations, proposals, reports and similar information, and work product.
- K. **DISCLOSING PARTY** – The party disclosing CONFIDENTIAL INFORMATION under this AGREEMENT.
- L. **RECIPIENT PARTY** – The party receiving CONFIDENTIAL INFORMATION under this AGREEMENT.
- M. **KEY PERSONNEL** – Those individuals on the account service team, designated in the attached **Addendum B**, who are responsible for ALLIANT’S role provided for under the Section IV, SCOPE OF SERVICE.

IV. **SCOPE OF SERVICE.**

Upon CLIENT’S request, ALLIANT shall perform the following SERVICES for the categories of risk and insurance identified in the attached **Addendum A**:

- A. Develop and recommend insurance and other risk financing or loss funding PROGRAMS, techniques, and methods.
- B. Assist client in developing underwriting information. Structure offerings to insurers and secure, when reasonably available, a PROGRAM as desired by CLIENT with financially acceptable insurance companies, or other pooling programs providing the balance of coverage scope, cost, and services selected by the CLIENT.
- C. Negotiate and review insurance wording for PROGRAM contracts to meet the specific needs of CLIENT.
- D. Review marketing plan with CLIENT prior to approaching insurers on any PROGRAM.
- E. Review insurance policies, binders, certificates, and other documents related to the PROGRAM for accuracy and obtain revisions in such documents when needed.
- F. Monitor the PROGRAM to assure its continuing balance of coverage scope, cost, service, and stability.
- G. Prepare written reports to CLIENT management to include:
 - 1. Reports as needed of pending rate, coverage, or renewal problems

including significant changes in the financial status of major insurers, reinsurers, and other entities providing services for PROGRAM. At least ninety (90) days prior to PROGRAM anniversary, prepare a written report stating anticipated renewal terms and conditions, and other indications of market conditions, trends, and anticipated changes,

2. Not more than ninety (90) days after renewal, deliver a comprehensive annual summary report outlining the PROGRAM for use in the CLIENT'S annual report. Such report shall contain the following information:

- (a) Recapitulation of PROGRAM'S cost for current and preceding years.

- (b) Summary of coverages and other PROGRAM terms and conditions.

H. Provide additional broker services as agreed upon by the PARTIES.

I. ALLIANT'S goal is to procure insurance for CLIENT with underwriters possessing the financial strength to perform. To that end, ALLIANT regularly reviews publicly available information concerning an underwriter's financial condition. ALLIANT does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and CLIENT recognizes and agrees that ALLIANT maintains no responsibility for any loss or damage occasioned by reason of the financial failure or insolvency of any insurer. ALLIANT encourages CLIENT to review the publicly available information collected by ALLIANT to enable CLIENT to make the ultimate decision of accepting or rejecting a particular underwriter.

J. Deliver binders or other evidences of insurance after the placement of any insurance under the PROGRAM to be effective until such time as the policy or policies for the placement are received by CLIENT from the insurance carriers. Such binders shall be signed by an authorized agent or employee of the insurance carrier.

K. ALLIANT shall use best efforts to secure a correct policy or policies of any insurance under the PROGRAM.

L. ALLIANT shall not be responsible for the failure of CLIENT to make premium payments.

V. COMPENSATION

A. **Commissions.** Alliant agrees to accept carrier COMMISSIONS as full compensation for the SERVICES performed under this AGREEMENT.

B. **Disclosures.**

1. Transparency and Disclosure. During the time of this AGREEMENT, ALLIANT will annually disclose any COMMISSIONS received by ALLIANT, where possible, in connection with any insurance placements on behalf of CLIENT under ALLIANT'S Transparency and Disclosure policy, a copy of which is made available upon request. Pursuant to its policy, ALLIANT will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, ALLIANT'S conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of ALLIANT'S clients.

2. Other Alliant Services.

(a) Alliant Specialty Insurance Services (ASIS). In addition to the COMPENSATION that ALLIANT receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from ALLIANT and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to CLIENT and is agreed to by CLIENT as part of the premium. CLIENT further acknowledges that ALLIANT and ASIS maintain an arm's length relationship. CLIENT understands that while ALLIANT represents CLIENT as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

(b) Alliant Business Services (ABS). Additionally, ALLIANT'S internal operating groups, Alliant Business Services (ABS), may receive compensation from ALLIANT and/or carriers for providing designated, value-added services. Services contracted for by the CLIENT directly will be invoiced accordingly. Otherwise, services will be provided at the expense of ALLIANT and/or the carrier.

VI. TAXES & FEES, THIRD PARTY BROKERS AND INDIRECT INCOME.

A. Surplus Lines Fees and Taxes. In certain circumstances, placement of insurance services made by ALLIANT on behalf of CLIENT, with the prior approval of CLIENT, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to CLIENT and identified separately on invoices covering these placements. CLIENT shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. ALLIANT shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from CLIENT.

- B. Third Party Brokers.** ALLIANT may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the CLIENT insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of ALLIANT (e.g., other companies of ALLIANT that provide services other than those included within the SCOPE OF SERVICES of this AGREEMENT), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of ALLIANT'S FEE.
- C. Indirect Income.** "INDIRECT INCOME" means insurance carrier contingency arrangements. ALLIANT will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of CLIENT within the SCOPE OF SERVICE of this AGREEMENT.
- D. Premium Financing.** Upon CLIENT'S request, ALLIANT may provide CLIENT with assistance in obtaining a premium finance agreement with third party financing company. In some cases, the financing company may pay ALLIANT a fee for the placements facilitated by ALLIANT.

VII. PERSONNEL.

ALLIANT agrees KEY PERSONNEL as listed in **Addendum B** will be responsible for performance of the SERVICES described herein. Should such personnel become unavailable to perform SERVICES for CLIENT, ALLIANT agrees to replace, as soon as practicable, such personnel with individual(s) of comparable skills and experience as determined by ALLIANT'S evaluation and subject to CLIENT'S right of reasonable refusal.

VIII. INSURANCE REQUIREMENTS.

- A. Coverage and Limits.** During the term of this AGREEMENT, ALLIANT shall maintain the following insurance coverage and limits or the equivalent self-insurance coverage:
1. Professional Liability insurance with minimum limits of \$1 million per claim providing coverage for any errors and omissions that ALLIANT or its agents may make resulting in financial loss to CLIENT;
 2. Commercial General and Automobile Liability insurance with limits of at least \$1 million combined single limit per occurrence and in the aggregate for bodily injury and property damage.
 3. Workers' Compensation coverage in compliance with applicable law, and Employers' Liability insurance in the amount of at least \$1 million per accident or aggregate.

4. Excess Liability of at least \$4 million per occurrence (and in the aggregate) coverage over General Liability, Professional Liability, and Auto primary coverage.

B. Carrier Rating. All insurance carriers providing the coverages required by this section shall have a financial rating of at least an "A-" published A.M. Best, or an equivalent financial rating firm. Published reports will be used to confirm the insurance carriers' rating, unless ALLIANT has obtained the CLIENT'S written acknowledgment that an insurance carrier with a lower financial rating is permitted.

C. Certificates of Insurance/Endorsements. Upon request, ALLIANT shall also provide to CLIENT certificates of insurance and copies of applicable endorsements evidencing the above coverages and limits, and will maintain these coverages during the term of this AGREEMENT.

D. Ongoing Obligation. The failure of ALLIANT to procure and maintain the required insurance does not negate its obligation under this AGREEMENT to do so.

IX. OBLIGATIONS OF CLIENT.

CLIENT will cooperate with ALLIANT in the performance of ALLIANT'S duties by providing complete and accurate information as to CLIENT'S loss experience, risk exposures, and any other pertinent information that ALLIANT requests. CLIENT shall promptly review coverage documents concerning the PROGRAMS delivered by ALLIANT for consistency with CLIENT'S specifications. In addition, CLIENT shall have the responsibility to keep record of and immediately report significant changes in exposures, loss-related data, and/or any other material changes to ALLIANT. This reporting must be memorialized in writing and delivered to ALLIANT in accordance with the notice provisions below.

X. CONFIDENTIALITY.

A. Confidential Information. The services and work product exchanged by the PARTIES under this AGREEMENT are to be used exclusively to carry out the terms, conditions, and purposes set forth herein. The PARTIES acknowledge that during the term of this AGREEMENT, they may each exchange CONFIDENTIAL INFORMATION. Except as otherwise provided herein or as required by applicable law, the PARTIES understand and agree that they will not distribute, use, or rely upon CONFIDENTIAL INFORMATION received from the other without the permission of the DISCLOSING PARTY.

1. Ownership. Except as otherwise provided in this AGREEMENT, CONFIDENTIAL INFORMATION is and remains the absolute and exclusive property of the DISCLOSING PARTY and/or its affiliates,

and is its unique and variable asset. Unless otherwise authorized by this AGREEMENT, no copies of CONFIDENTIAL INFORMATION shall be made without the written permission of the DISCLOSING PARTY. The PARTIES agree that, except as otherwise provided herein, they will not directly or indirectly communicate, divulge, or otherwise disclose any of the other's CONFIDENTIAL INFORMATION to any unauthorized person, firm, or corporation, and shall prevent, to the best of their ability, the unauthorized disclosure of such CONFIDENTIAL INFORMATION to others.

2. Exclusions. The following types of information shall not be considered confidential:

- (a) Information in the public domain or that becomes a part of the public domain, other than as a result of a breach of the confidentiality provisions of this AGREEMENT;
- (b) Information that is independently developed by either PARTY as demonstrated by the PARTY'S records;
- (c) Any item or data forming part of the CONFIDENTIAL INFORMATION that is lawfully known by the RECIPIENT PARTY, without any obligation of confidentiality or other restriction on use or disclosure, prior to the provision of such information by DISCLOSING PARTY; or
- (d) Information that is disclosed by a third party whom the RECIPIENT PARTY has no reason to believe has any confidentiality or fiduciary obligation to the owner of such information.

B. Legal Process of Compulsion. Either PARTY is entitled to release CONFIDENTIAL INFORMATION as required to prosecute or defend any claim under this AGREEMENT; provided however, that the PARTY seeking to enforce this AGREEMENT shall take all reasonable steps necessary to avoid disclosing CONFIDENTIAL INFORMATION, including filing documents and papers under seal. A RECIPIENT PARTY may disclose CONFIDENTIAL INFORMATION pursuant to a valid order of a court or governmental agency with proper jurisdiction, or if such disclosure is required by law or regulation provided that the information is disclosed only to the minimum extent necessary, and provided that, to the extent allowed by law, the releasing PARTY shall give DISCLOSING PARTY sufficient advance notice so that it may seek a protective order or employ other lawful means to avoid or limit disclosure.

C. Reasonable Efforts. The PARTIES agree to employ reasonable and customary business practices to protect and secure CONFIDENTIAL INFORMATION from unauthorized release or distribution and to limit

access and usage of such information to those employees, officers, agents, and representatives (collectively, "REPRESENTATIVES") who have a legitimate need to know in order to provide the products and SERVICES under this AGREEMENT. The PARTIES further agree that those employees, officers, agents, and representatives who are privy to CONFIDENTIAL INFORMATION shall be informed about the confidential nature of the information and required to maintain its confidentiality as provided under this AGREEMENT. The RECIPIENT PARTY shall remain liable for any breach of this AGREEMENT by any of its REPRESENTATIVES.

- D. Return of Confidential Information.** Upon termination of this Agreement, or earlier upon the DISCLOSING PARTY's request, the RECIPIENT PARTY shall promptly return all of DISCLOSING PARTY's Confidential Information, including all copies, that was received in a non-electronic form, and shall destroy all information received electronically. Upon termination of this Agreement, a RECIPIENT PARTY shall promptly return all of DISCLOSING PARTY's Confidential Information, including all copies, that was received in a non-electronic form, and will destroy all information received electronically. Notwithstanding anything to the contrary herein, and subject to the confidentiality obligations herein, a RECIPIENT PARTY may retain on a confidential basis copies of DISCLOSING PARTY's Confidential Information in order to comply with legal or regulatory requirements, as well as any and all (A) emails and any attachments contained in such emails, and (B) any electronic files, each of which are automatically saved pursuant to legal or regulatory requirements.
- E. Survival.** The PARTIES agree that the obligations contained in this section shall survive the termination of this AGREEMENT, for a period of two (2) years, or longer to the extent required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or otherwise conferred by applicable law.

XI. DISASTER RECOVERY; CONTINUITY.

ALLIANT agrees that it has a disaster recovery plan in place that is intended to secure, and if necessary, restore information adversely affected by a security breach, force majeure or natural disaster. In addition, ALLIANT will make commercially reasonable efforts to ensure that, at all times, it has a sufficient number of trained personnel on hand to meet its obligations under this AGREEMENT including in the event of a force majeure, natural disaster, or pandemic.

XII. ETHICS AND CONFLICT OF INTEREST STATEMENT.

ALLIANT shall conduct its business so as to fulfill all legal and ethical

requirements, and standards of the industry and the applicable state(s) in which SERVICES are rendered, and shall place the best interests of CLIENT ahead of any other concerns in the placement of insurance services and products. To this end, ALLIANT:

- A. Will adhere to its ethical obligations to CLIENT to deliver honest, competitive, and meaningful service and advice on the placement of any insurance products, services, or coverages, and to provide access to an open, fair, and competitive insurance market place;
- B. Will exercise due diligence in making a full and complete disclosure of all quotes and declinations from all markets contacted for each specific line of coverage, including the date and time of contact and the name, address, phone number and, to the extent available, email address of the individual contact for each market;
- C. Will make every good faith attempt to avoid even the appearance of a conflict of interest between ALLIANT, CLIENT, and any provider of any insurance product or service, and will promptly notify CLIENT of any real or potential conflict of interest;
- D. Agrees to provide to CLIENT a copy of ALLIANT'S own Ethics Statement or Code, or ALLIANT'S Compliance Statement, or to make such statements available on ALLIANT'S website; and
- E. Will request that all insurance carriers show any commission rates on their insurance policies and will otherwise ensure those rates are known to CLIENT.

XIII. TERM.

The term of this AGREEMENT shall be effective from December 1, 2015 and ending 12:01 a.m. November 30, 2018 (i.e., three years), unless cancelled pursuant to termination provisions set forth herein. CLIENT shall have an option to extend this AGREEMENT for two additional one-year periods, exercisable by CLIENT by notifying ALLIANT of such extension ninety (90) days prior to the anniversary date. This AGREEMENT shall have an anniversary date each December 1, for the purpose of reviewing COMPENSATION and optional extensions.

XIV. TERMINATION.

This AGREEMENT may be cancelled by either PARTY any time upon ninety (90) days' advance written notice delivered or mailed to the other PARTY in accordance with the notice provisions set forth herein. In the event of termination or expiration of this AGREEMENT, ALLIANT will provide CLIENT with reasonable assistance in arranging a smooth transition to another broker. Except for this transition assistance, ALLIANT'S obligation to provide SERVICES to CLIENT will cease

at 12:01 a.m. upon the effective date of termination or expiration.

XV. NONASSIGNABLE.

This AGREEMENT is binding upon the PARTIES hereto and their respective successors by merger, sale, consolidation, or reorganization. This AGREEMENT may not be assigned or delegated without prior written consent of the other PARTY, except that consent shall not be required in the case of a merger, consolidation, or sale of substantially all of a PARTY's assets.

XVI. MATERIAL CHANGE.

In the event that CLIENT operations change substantially by merger, acquisition, expansion, or other material change, thus changing the scope and nature of exposures, losses, and/or insurance program(s), the PARTIES will negotiate in good faith to revise this AGREEMENT'S compensation arrangement as appropriate. It is agreed and understood that a material change shall include a change in existing coverage or limits, and/or lines of coverage.

XVII. RELATIONSHIP OF THE PARTIES.

At all times and for all purposes, the relationship between the PARTIES is intended to be that of independent contractors and there is no intent to create a joint venture relationship, and any person representing ALLIANT, shall be an independent contractor to CLIENT, and the AGREEMENT shall not in any way be construed as a contract of employment between CLIENT and ALLIANT'S agents. In addition, the PARTIES agree that, except as otherwise provided herein, CLIENT shall not be obligated for any expense incurred by ALLIANT in rendering SERVICES, or by engaging in any other transaction or conduct arising out of this AGREEMENT.

XVIII. OWNERSHIP OF BOOKS AND RECORDS.

The PARTIES shall each maintain normal business records related to all business generated under this AGREEMENT. Upon reasonable request, and subject to the confidentiality provisions set forth herein, the PARTIES may each obtain from the other copies of all policyholder documents, including but not limited to policies, binders, certificates, endorsements, underwriting submissions/applications, and loss data in the other's possession, custody, or control with respect to all business generated under this AGREEMENT.

XIX. INDEMNIFICATION.

- A.** In the event that ALLIANT, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, any provision of the AGREEMENT, or any written rule, regulation, policy, procedure or similar instruction under the PROGRAM, ALLIANT shall indemnify, defend, and hold CLIENT harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by CLIENT in connection with such conduct.
- B.** In the event that CLIENT, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, or any provision of the AGREEMENT, CLIENT shall indemnify, defend, and hold ALLIANT harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's fees), incurred by ALLIANT in connection with such conduct.

XX. NOTICE.

All notices, requests, and other communications given under this AGREEMENT, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) five (5) business days after being sent by U.S. certified mail (charges prepaid); or (d) one (1) business day after being sent to the recipient by fax or email transmission. Except as otherwise provided herein, all notices, requests or communications under this AGREEMENT shall be addressed to the intended recipient as set forth below:

To CLIENT:
City of Redlands
Amy Martin
P.O. Box 3005
Redlands, CA 92373

To ALLIANT:
Alliant Insurance Services, Inc
Attn: General Counsel
701 B Street, 6th Floor
San Diego, CA 92101

XXI. WAIVER.

No provision of this AGREEMENT shall be considered waived, unless such waiver is in writing and signed by the PARTY that benefits from the enforcement of such provision. No waiver of any provision in this AGREEMENT, however, shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this AGREEMENT shall not in any way affect, limit, or waive a PARTY'S right under this AGREEMENT at any time to enforce strict compliance thereafter with every term and condition of this AGREEMENT.

XXII. ENTIRE AGREEMENT; MODIFICATION.

This AGREEMENT contains the entire agreement between the PARTIES and supersedes and replaces all previous agreements or contracts on the subject matter described herein. The AGREEMENT may be modified only by a writing signed by authorized representatives of both PARTIES. .

XXIII. SEVERABILITY.

If any term, covenant, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXIV. APPLICABLE LAW.

This AGREEMENT has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of its provisions shall be determined and governed by the applicable laws of this state.

XXV. DISPUTE RESOLUTION.

Any dispute arising under the terms of this AGREEMENT that is not resolved within a reasonable period of time by authorized representatives of the PARTIES shall be brought to the attention of the Chief Executive Officer (or designated representative) of ALLIANT and the Chair (or designee) of the CLIENT for joint resolution. At the request of either PARTY, the CLIENT shall provide a forum for discussion of the disputed item(s). If resolution of the dispute through these means is pursued without success and upon the PARTIES' mutual agreement, such dispute may be submitted to final and binding arbitration, or either PARTY may elect to and pursue any rights and remedies by legal action. In any dispute arising out of or under the terms of this AGREEMENT, the prevailing PARTY shall be entitled to recover its legal fees and costs from the other PARTY to the extent allowed by applicable law. Any such arbitration or legal action shall be venued in Redlands, California, unless the PARTIES mutually agree in writing to another location. Despite an unresolved dispute, ALLIANT shall continue without delay to perform its responsibilities under this AGREEMENT. ALLIANT shall keep accurate records of its SERVICES in order to document the extent of its SERVICES under this AGREEMENT.

XXVI. HEADINGS AND CONSTRUCTION.

The PARTIES agree that the headings and sections of this AGREEMENT are used for convenience only and shall not be used to interpret the provisions herein. The PARTIES also agree that the terms of this AGREEMENT were jointly negotiated and each has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this AGREEMENT.

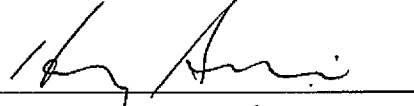
SO AGREED:

CITY OF REDLANDS

ALLIANT INSURANCE SERVICES, INC.

By: 

Paul Foster, Mayor

By: 

Title: Vice President

Attest:



Sam Irwin, City Clerk

ADDENDUM A

ALLIANT agrees to provide the following SERVICES to CLIENT:

1. Strategic Planning/Annual Objective setting/Annual Work Plan
2. Pre-renewal meeting (strategy, market update, compliance, etc.)
3. Renewal Negotiation, Analysis and Recommendations
4. Procurement of Alternative Cost Saving Initiatives and Options
5. Utilization Review and Trend analysis
6. Underwriting services for Self-Insured Plans
7. Financial Reporting for Self-funded plans
8. Access to and education on available Joint Purchasing Programs
9. Legislative Compliance Support and Contract Review
10. Health Care Reform Compliance & Consulting
11. Contract Review
12. Joint Labor Management Committee and Administration Support
13. Public Agency Benchmarking
14. Employer & Employee Advocacy and Problem Resolution
15. Open Enrollment, Health Fair Coordination and Support
16. Active and Retiree Communication Development (Brochures, Notices)
17. Ben-IQ Mobile App

For additional compensation, CLIENT may obtain SERVICES from ALLIANT for programs not listed in this Addendum A. The terms, including without limitation compensation, for ALLIANT's provision of SERVICES for additional programs must be mutually agreed to in writing by the PARTIES.

ADDENDUM B

ALLIANT agrees the following KEY PERSONNEL will be responsible for performance of the SERVICES described in this AGREEMENT:

1. Henry Beceiro, CEBS – Vice President
2. Julie Berblinger – Account Executive
3. Paul La Bounty, CEBS – First Vice President