



CSCF Contract No. HR-SCA-1617-008

Service and Compensation Agreement

By and Between

OneDigital Health & Benefits

&

CareerSource Central Florida

Service and Compensation Agreement

This Service and Compensation Agreement (the "Agreement"), effective December 1, 2016, is made between OneDigital Health & Benefits, an affiliate of Digital Insurance, Inc. ("OneDigital") and CareerSource Central Florida ("CareerSource") (each a "Party" and, collectively, the "Parties") for a period of time of 7 months. CareerSource shall have the option to renew the contract for four (4) additional terms of one year each. This agreement is subject to the termination provisions below.

1. Purpose of the Agreement

This Agreement describes the products, tools and services that OneDigital recommends for CareerSource and CareerSource's employees and provides a detailed disclosure of the compensation associated with all such products, tools and services. Upon CareerSource's election of any product, tool and/or service, this Agreement will satisfy all applicable state requirements for written agreement and compensation disclosure.

2. Nature and Scope of Services

2.1 In most cases, OneDigital will act as an intermediary, working on CareerSource's behalf to review and recommend appropriate insurance products, services and tools to accomplish the strategies you have disclosed to OneDigital. The products include, but not limited to the following: Medical, Dental, Vision, Life, Disability and Supplemental Voluntary Benefits. Prior to making any recommendations, OneDigital will assist you further by thoroughly analyzing available products, tools and services. OneDigital will act independently in relation to the various insurers and vendors whose products it will propose to you. Services are listed on Attachment A to this Agreement, which are to be performed during the Service Period with respect to the following lines of insurance coverage: Medical, Dental, Vision, Life, Disability and Supplemental Voluntary Benefits.

2.2 OneDigital occasionally may assist CareerSource with coordinating certain outside services not listed in Attachment A. By executing this Agreement, CareerSource acknowledges and agrees that this Agreement includes only those fees listed in Attachment A, and further acknowledges and agrees that OneDigital will bill CareerSource separately, and prior to rendering such assistance, for all other fees associated with any other services, tools and/or products, including, but not limited to:

- a. Legal, accounting, and other professional services;
- b. Fees outside of normal scope and reimbursement for legal, accounting and other professional services shall be pre-approved by CareerSource in order for fees to be reimbursed.
- c. Special outside communication services, printing charges, and postage fees.

3. Products and Services

3.1 Attachment A: Advisory services, risk management, benefits package selection, placement, and supporting services. (See Attachment A)

4. Compensation

OneDigital will fully disclose all commissions and fees to our clients according to the fee structure outlined in Attachment B.

Terms of Compensation:

4.1 Refer to Attachment B for details on the compensation and fee structure.

OneDigital is an appointed agent for the insurance companies it represents and provides services to CareerSource on behalf of insurance companies in connection with the placement of insurance. In some cases, OneDigital also may receive additional compensation, under agreements with one or more insurance carriers, in the form of commission overrides, bonuses or marketing fees which can be based on some combination of volume, new business, persistency and other factors. OneDigital may be a party to such agreements with one or more of the insurance companies or insurance intermediaries with or through which OneDigital places insurance. Any additional compensation is not customarily attributable to a particular client and is not factored into a decision on where to place business.

5. Term and Termination

5.1 Term. The initial term of this Agreement will be from December 1, 2016 to June 30, 2017. The term of this Agreement shall automatically renew for successive one- (1-) year terms, unless either Party delivers written notice no later than ninety (90) days prior to the end of the then current term to the other Party of its intent to terminate the Agreement.

6. Miscellaneous

6.1 Compliance with HIPAA. CareerSource and OneDigital acknowledge that certain information, reports and data generated under this Agreement are subject to applicable laws and regulations pertaining to the confidentiality of medical records, and the parties agree to comply in all respects with such laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Services under this Agreement are subject to the Business Associate Agreement entered into separately by the Parties ("BAA"). The Agreement does not modify, supersede or otherwise affect any provision of the BAA.

6.2 Limitation of Liability. Under no circumstances shall either Party be liable to the other Party for indirect, incidental, consequential, special, exemplary or punitive damages (even if such damages are foreseeable or that Party has been advised or has constructive knowledge of the possibility of such damages) arising from such Party's performance or non-performance pursuant to any provision of this Agreement (including such damages incurred by third parties), such as, but not limited to, loss of revenues, loss of data, anticipated profits or lost business. Notwithstanding anything herein to the contrary, however, this section shall not limit either Party's liability to the other for: (a) willful and malicious conduct; (b) direct damage to real or personal property; (c) bodily injury or death caused by negligence; or (d) such Party's indemnification obligations hereunder.

6.3 Licensures and Liability Insurance. OneDigital certifies that it maintains all required state licensure for all of its employees providing services to CareerSource along with the appropriate liability and errors and omissions coverage required by the applicable states.

6.4 Applicable Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Venue for all disputes shall be in the circuit court of Orange County Florida.

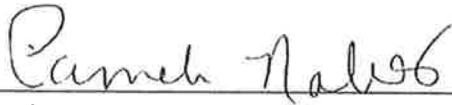
6.5 Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect.

6.6 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Party at the addresses set forth in the signature block below or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

6.7 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning Party. Any purported assignment without such consent shall be void and unenforceable. Any purchaser of OneDigital, or all or substantially all of the assets of OneDigital, shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser

6.8 Waiver. No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by both Parties. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Entire Understanding. This Agreement and the OneDigital proposal submitted on October 14, 2016 constitutes the entire understanding among the parties and supersedes, in their entirety, any and all understandings, agreements, contracts, arrangements, communications, discussions, representations, warranties, whether oral or written, among the Parties respecting the engagement. No provision of this Agreement may be modified, waived or changed except by a writing signed by the Parties hereto.



Signature
Pamela Nabors
Chief Executive Officer
CareerSource Central Florida



Signature
Bruce Goin
Managing Principal
OneDigital Health & Benefits

12-28-16

Date

1-4-17

Date

Attachment A

Advisory Services

Services Include:

A. Financial and Consulting

1. Evaluation of current benefit program
2. Short and long term strategic planning
3. Value-based review of program options leading to customized benefit program design and recommendations that achieve client goals
4. Renewal management including negotiations
5. Monthly financial claims reporting (where data is available)
6. Analysis of current claims including projection of costs and discussion of strategies to mitigate risk and expenses
7. Contribution strategies
8. Benefit program implementation including enrollment and placement
9. Benchmarking on plans and claims utilization
10. Carrier claims support and intermediary
11. Develop annual service calendar with CareerSource to meet short and long term strategic objectives
12. Billing and Audit services and Simplify Benefits Administration Technology

B. Compliance

1. Response to general compliance questions
2. Online employer benefits resource tool providing access to federal and state employer laws and regulations, sample forms and procedures and full range of training programs
3. Employer compliance calendar and checklist
4. Health care reform applicability and action plan
5. Guidance for employer responsibilities including ERISA, Medicare Part D, etc.
6. Access to general legal and reference materials and for employer issues
7. Access to OneDigital ERISA attorney and Compliance Team
8. Annual Preparation of Health & Welfare Form 5500

C. Education and Communication

1. Calls to discuss new industry developments and ideas for future program enhancements
2. Better Benefits E-newsletter
3. Health Care Reform Advisory notices
4. Employee wellness tools and resources
5. Administrative training of benefits personnel
6. Compliance and health care reform webinars
7. Assistance with development of employee communication materials
8. Assist in the development, implementation, and interpretation of an employee survey
9. Coordination of wellness program initiatives
10. Customized enrollment guide development
11. Access to ThinkHR

D. Advocacy and Administration

Customer Advocate Center –

1. Claims information and issues resolution
2. Eligibility and enrollment management
3. Billing Assistance
4. Employee assistance with general questions and benefit plan navigation

Advocacy through participation with strong industry councils and organizations providing a voice for our employers at the state and federal levels

Attachment B

Fees:

\$90,000 total per year during this Agreement.

Paid:

Fees will be paid on a quarterly basis totaling \$22,500. Quarterly fee to be paid by the fifth day following the end of each respective quarter. (For example, initial quarter of January 2017 – March 2017, fee to be paid by April 1, 2017). CareerSource Central Florida will prorate the fees for the quarter October 2016 – December 2016 to align with the contract commencement date and will pay \$7,500 for December 2016 services by January 5th, 2017.

Initial Term: January, 2017-June 30, 2017. CareerSource Central Florida will have the option to renew for four (4) additional terms of one year each.



ADDENDUM TO CSCF CONTRACT NO. HR-SCA-1617-008

CareerSource Central Florida will not award a contract where the contractor has failed to accept the General Provisions, Certifications and Assurances contained in this section. This contract addendum ensures the inclusion and acknowledgement of the required Federal and State contracting and purchasing requirements which must be included in Workforce Board of Central Florida, d/b/a CareerSource Central Florida's (CareerSource) vendor agreements. This addendum will not extend the contract period or increase the contract amount described in the original agreement. CareerSource Central Florida is required to provide its contractors with the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained.

This Addendum is part of the attached Agreement by and between CareerSource Central Florida and OneDigital Health & Benefits (Contractor) for services described in the Service and Compensation Agreement, attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7, the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from CareerSource Central Florida under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager.

Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource Central Florida or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. PUBLIC RECORDS

- a. To the extent Service Provider is acting on behalf of CareerSource Central Florida as provided under Subsection 119.011(2) of the Florida Statutes, Service Provider shall:
 - i. Keep and maintain public records required by CareerSource Central Florida to perform the services under this Agreement.
 - ii. Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Service Provider does not transfer the records to CareerSource Central Florida.

- iv. Upon completion of the Agreement, transfer, at no cost, to CareerSource Central Florida all public records in possession of Service Provider or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Service Provider transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.
- b. If the Service Provider fails to provide the public records to CareerSource Central Florida within a reasonable time the Service Provider may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CareerSource Central Florida may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- c. **IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CAREERSOURCE CENTRAL FLORIDA'S CUSTODIAN OF PUBLIC RECORDS (MS. ANN BEECHAM, CHIEF ADMINISTRATIVE OFFICER) AT:**
(407) 531-1222, EXT. 2010 OR
ABEECHAM@CAREERSOURCECF.COM OR
390 N. ORANGE AVENUE, ORLANDO, FL 32801

8. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

9. MONITORING

At any time and as often as CareerSource Central Florida, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The

above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by CareerSource Central Florida. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource Central Florida.

10. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

11. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

13. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor, in accordance with the Agreement terms.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

IN WITNESS WHEREOF, Contractor and CareerSource Central Florida have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:
CAREERSOURCE CENTRAL FLORIDA

BY: Pamela Nabors
Signature
Pamela Nabors, President and CEO

WITNESS: Janet Saunders
Printed Name: Janet Saunders
DATE: 12-28-16

Duly authorized for and on behalf of
CareerSource Central Florida

APPROVED BY:
OneDigital Health & Benefits

BY: B. R. Goin
Signature
Bruce Goin, Managing Principal

WITNESS: Kristy Pavone
Printed Name: Kristy Pavone
DATE: 1-4-17

Duly authorized for and on behalf of
OneDigital Health & Benefits