



Service and Compensation Agreement

This Service and Compensation Agreement (the “Agreement”), effective 7/1/2023, is made between Digital Insurance, LLC (“OneDigital”) and CareerSource Central Florida (“Client”) (each a “Party” and, collectively, the “Parties”).

1. Purpose of the Agreement.

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

2. Products and Services.

This Agreement includes the services and/or products of the applicable Attachment selected hereunder (“Services”). All terms of the selected Attachment(s) are incorporated by reference hereto as an addition to Section 2 of this Agreement. All Attachment(s) that remain unmarked or are marked as “Reserved” hereunder are stricken from this Agreement.

Attachment A: Advisory and Enrollment Services

3. Compensation.

OneDigital will fully disclose all commissions and/or fees to Client according to the fee structure outlined in the applicable Attachment(s) selected in Section 2 of this Agreement. This Agreement, and any applicable Attachment(s) constitutes OneDigital’s disclosure of direct and indirect compensation it will or reasonably expects to receive for the initial term of this Agreement in connection with the Services. This disclosure includes the disclosures OneDigital is required to make under ERISA Section 408(b)(2) and applicable state laws. OneDigital may share a portion of its disclosed compensation with other plan service providers subject to 408(b)(2). Any other plan service providers subject to 408(b)(2) disclosure requirements are required to make its own independent disclosure and any such disclosures are not included in this OneDigital disclosure. In certain instances, this disclosure may include disclosures on behalf of a OneDigital affiliate(s).

a. Terms of Compensation.

- i. As per, and subject to, applicable state law, any fees associated with the placement or servicing of insurance products will be offset by the commissions received by the insurance carriers for these services.
- ii. Billing options are available in annual, semi-annual, quarterly, monthly intervals, or upon completion of key milestones (if agreed in writing by both Parties). OneDigital agrees to directly bill the Client. The terms are standard net 30. Upon execution of this Agreement, Client shall pay OneDigital the fee, if any, as elected in the Fee Schedule set forth in the applicable Attachment. Client shall provide payment in full by the earlier of the due date noted on the invoice, within 30 days of invoice receipt, or as outlined in the selected Attachment(s).
- iii. For additional services elected after the execution of the Agreement, a separate agreement will be executed and subject to all terms of that subsequent agreement.
- iv. For fees calculated by a “per employee per month” (PEPM) charge, Client shall provide OneDigital updated census information without unreasonable delay but in no case later than the earlier of: fifteen (15) days prior to the start of each new calendar quarter or as outlined in the selected Attachment(s). OneDigital will rely upon and use this census information to calculate the fee for the upcoming calendar quarter.



- b. **Other Fees.** By executing this Agreement, Client acknowledges and agrees that this Agreement includes only those fees listed in the Attachment(s) selected in Section 2 of this Agreement, and further acknowledges and agrees that OneDigital will bill Client 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:
 - i. Accounting and other professional services;
 - ii. Reasonable travel expenses requested by Client, if expenses exceed OneDigital's normal amounts and Client approves such expenses in advance. These include, but are not limited to, items such as airfare, rental car charges, mileage, etc.
 - iii. Special outside communications services, printing charges, and postage fees.
- c. **Appointed Agent.** OneDigital is an appointed agent for the insurance companies it represents and provides services to Client on behalf of insurance companies in connection with the placement of insurance. In OneDigital's role as the insurance companies' agent, it may receive compensation in the form of commissions, which consist of a percentage of the premium or a flat dollar amount collected by the insurance companies, from insurance companies for OneDigital's professional services. 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.

4. Term and Termination.

- a. **Term.** The initial term is for 1 year with the option to renew annually for four additional years based on vendor performance and at the sole discretion of CareerSource Central Florida.
- b. **Termination for Cause.** This Agreement may be terminated immediately by either party, upon written notice to the other, upon the happening of any of the following: (i) fraud, gross negligence and/or willful misconduct of the other party; (ii) the insolvency, receivership, bankruptcy, liquidation or dissolution of the other party; (iii) a breach by the other party of any material provision of this Agreement which is not remedied within ten (10) business days after written notice of such breach; or (iv) if Client fails to remit monies due hereunder when due.
- c. **Termination for Convenience.** This Agreement may be terminated by either party during an auto-renewal term, upon providing written notice no later than ninety (90) days prior to the end of the then current auto-renewal term to the other Party of its intent to terminate the Agreement. Termination under this subsection shall be effective on the last day of the end of the then current auto-renewal term.
- d. **Termination for Non-Payment.** OneDigital may terminate this Agreement (to be effective immediately) or suspend services if any fees due by Client hereunder fail to be timely paid in accordance with this Agreement or otherwise within ten (10) days following written notice to Client by OneDigital of such failure.
- e. **Effect of Termination.** Upon termination of this Agreement for convenience or cause, unless both Parties agree in writing to a runout period, OneDigital will terminate any and all services under this Agreement. Client shall provide payment in full for any outstanding amounts due by the earlier of the due date noted on the invoice or within 30 days of invoice receipt, including outstanding amounts due through the end of the early termination period.

5. Compliance.

- a. **Compliance Responsibility.** Client has sole authority and responsibility to establish, maintain, control and manage the operation of the employee welfare benefits plan(s) established by Client ("Plans"), including the authority and responsibility for establishing, administering, construing, and interpreting the provisions of the Plans and making



all determinations thereunder. Without limiting Client's responsibilities with respect to any plan(s), it shall be Client's sole responsibility and duty to ensure ongoing compliance with applicable provisions of the plan, Employee Retirement Income Security Act (ERISA) (if applicable), the Internal Revenue Code (IRC), Consolidated Omnibus Budget Reconciliation Act (COBRA), state continuation, Patient Protection and Affordable Care Act (PPACA), state and federal leave laws, and other applicable federal and state laws. In its sole discretion, OneDigital, may refuse to act in accordance with any request of the Client if it determines that compliance with such request may result in the violation of any law or regulation.

- b. **Plan Administrator and Fiduciary.** ERISA and COBRA are broad bodies of law encompassing many areas of compliances. If and to the extent Client is subject to ERISA, Client is both the Plan Fiduciary and the Plan Administrator within the meaning of Section 3(16)(A) of ERISA or any other federal or state law of similar nature. To the fullest extent permitted under applicable law, OneDigital does not intend to be and is not the "name fiduciary," "plan sponsor," or "plan administrator" (as such terms are described in ERISA, other applicable law, or plan(s)' documentation) or assume any of the obligations or responsibilities corresponding to those designations, unless agreed in writing by the Parties.
- c. **Plan Information.** Client shall furnish the information requested by OneDigital as determined as necessary to perform OneDigital's services, including information concerning the Plans and the eligibility of individuals to participate in and receive Plans benefits. Such information shall be provided to OneDigital in the time and in the manner agreed to by Client and OneDigital.
- d. **Compliance Notices.** Client is responsible for the plan(s)' compliance with applicable federal and state laws and regulations, including amending plan documents as necessary to comply with applicable law changes and reflect changes to the benefit arrangements. OneDigital shall have no responsibility with regards to Client's failure to timely furnish plan documents to plan participants, including but not limited to, required notices, enrollment materials, and/or other communication materials and forms, due to Client's failure to timely update or ensure the accuracy of such information. OneDigital shall not provide legal counsel or tax advice to employer, and any advice furnished by OneDigital to Client regarding ERISA, the IRC, COBRA, state continuation, PPACA, or other applicable federal and state laws should not be relied upon by Client prior to consulting with its attorney.

6. Confidentiality.

This Agreement and its contents, including the fee arrangement reached by the Parties, are confidential, as is any advice that OneDigital provides Client. To that end, by signing below, the Parties agree not to disclose the contents of this Agreement to third parties unless required to do so by law or authorized in writing by the other Party to so disclose.

Each Party further agrees that it will not disclose any non-public, confidential or proprietary information of the other Party, including, but not limited to, specifications, samples, patterns, designs, plans, propriety concepts and proposals, security and compliance documentation, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the other Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement.

Each Party agrees to use best practices and exercise, at a minimum, the same degree of care to protect the other parties confidential or proprietary information that it does with respect to the protection of its own information of the same type or degree of sensitivity. The obligations of the Parties under this Section survive termination of this Agreement for and binds the Parties, their successors and assigns.

The obligations contained herein shall not apply to: (i) information which is now in or hereafter enters the public domain without a breach of this Agreement; (ii) information known to the Recipient prior to the time of disclosure by the disclosing Party or independently developed by the Recipient's Representatives without access to the Information; (iii) information disclosed in good faith to the Recipient by a third person known by the Recipient to be legally entitled to disclose the same.



7. Intellectual Property. OneDigital retains all copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience, and any graphic or digitized representations of any of these, possessed by OneDigital before the commencement of, or acquired by OneDigital during or after, the performance of the Services. Excluding Client's underlying data, any and all materials created by OneDigital, including any materials created for Client's use, are the exclusive property of OneDigital and shall not be deemed "work made for hire" under the United States copyright laws. If any Service materials are deemed "work made for hire," Client hereby conveys, transfers, and assigns to OneDigital all Intellectual Property Rights and other rights in and to any and all such materials throughout the world in perpetuity.

8. Protected Health Information ("PHI").

Client 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 ("BAA") entered into separately by the Parties. This Agreement does not modify, supersede or otherwise affect any provision of the BAA. Additional information about OneDigital's privacy policies can be found at <https://www.onedigital.com/privacy-policy/>.

9. Indemnification.

By signing below, Client agrees to release, indemnify and hold OneDigital, and its affiliates, successors, assignees, employees, officers, and directors (collectively, "Indemnitees") harmless, from and against any and all liability, claims, demands, actions or causes of action, damages, losses, costs or expenses (including without limitation reasonable attorney's fees and legal expenses) suffered or incurred by Indemnitees arising out of, or in connection with this Agreement or the services provided by OneDigital, including, but not limited to, all costs incurred due to employee incurred claims, erroneous information, modifications of OneDigital work product, a lapse or lack of coverage, erroneous enrollment in or continuation of coverage, or a state or federal agency penalty assessment.

10. 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. CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ONEDIGITAL'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS AND LOSSES ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES PROVIDED OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID OR OWING TO ONEDIGITAL BY CLIENT UNDER THIS AGREEMENT FOR THE MOST RECENT TWELVE (12) MONTHS OF SERVICE THAT PRECEED ONEDIGITAL'S RECEIPT OF NOTICE OF SUCH CLAIMS. 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.

11. Representation and Disclaimers.

Client understands, acknowledges, and agrees to the following: (a) OneDigital does not provide legal advice; (b) no attorney-Client relationship is created, nor should be inferred, by or from the services or products OneDigital provides; (c) under no circumstances will OneDigital exercise any decision-making authority on behalf of Client; (d) Client will provide OneDigital with the most current, accurate, and complete information available to it when using the Services; and (e) OneDigital makes no warranties with respect to third-party services provider through vendors other than OneDigital.



OneDigital represents and warrants that to the best of its knowledge, the compensation disclosure contained herein is accurate as of the date of this disclosure. Except as otherwise provided herein, OneDigital makes no express or implied representations or warranties arising by law or otherwise, all of which are expressly disclaimed.

12. Licensures and Liability Insurance.

OneDigital certifies that it maintains all required state licensure for all of its employees providing Services to Client along with the appropriate liability and errors and omissions coverage required by the applicable states.

13. Applicable Law.

This Agreement will be governed by and construed and enforced in accordance with the laws of the state of Florida.

14. 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.

15. Notices.

All notices, request, 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), certified or registered mail (in each case, return receipt requested, postage prepaid), or delivery receipt electronic mail. 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.

16. Relationship.

Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. OneDigital shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

17. 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.

18. 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.

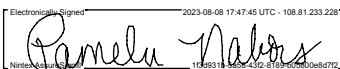


19. Execution.

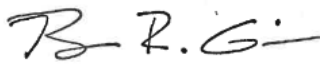
This Agreement may be executed in one or more counterparts, including, but not limited to, facsimiles and scanned images. Each counterpart shall for all purposes be deemed to be an original.

20. Entire Understanding.

This Agreement 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.

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Pamela Nabors
Chief Executive Officer
CareerSource Central Florida
390 N Orange Ave #700
Orlando, FL 32801
08/08/2023
Date _____

X 

Bruce Goin
Managing Principal
Digital Insurance, LLC
300 East Pine Street Suite 650
Orlando, FL 32801
6/26/23



Attachment A: Advisory and Enrollment Services

- i. **Nature of Services.** In most cases, OneDigital will act as an intermediary, working on Client's behalf to review and recommend appropriate insurance products, services and tools to accomplish the strategies Client has disclosed to OneDigital. Prior to making any recommendations, OneDigital will assist Client 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 Client.

As a result of special relationships between OneDigital and particular insurance carriers and vendors, some products and services may include more favorable rates, product terms or services. OneDigital will work closely with Client to determine whether these products are appropriate for it and its employees. OneDigital occasionally may assist Client with coordinating certain outside services not listed in this Attachment below. This agreement is in furtherance of section 375.116, RSMo, and Regulation 20 CSR 700-1.100.

- ii. **Client's Obligations.** Client shall furnish the information requested by OneDigital as determined as necessary to perform OneDigital's Services.

- a. All necessary information shall be provided to OneDigital in the time and in the manner agreed to by Client and OneDigital. Client will provide written confirmation of the accuracy of any information provided to OneDigital. Client understands that OneDigital reasonably relies on the accuracy of the information Client provides in the performance of OneDigital's Services. Client shall notify OneDigital of any changes to the information it provides to OneDigital.
- b. Client acknowledges that most insurance providers will not consider any retroactive changes more than 60 days prior to the request date and only timely requests for changes will result in desired modifications to the plan coverage and premium cost.

iii. **Fee and Compensation Schedule.**

OneDigital reasonably expects to receive direct and/or indirect compensation for the placement of coverage paid by the carrier/insurer, third-party administrator, vendor, or Client, and other services, as applicable. Both Parties agree that OneDigital shall perform the services selected below in exchange for the following compensation:

- a. Compensation from Client

Fee Basis & Type	Billing Frequency	Total Term Fee
Ongoing Fee: \$ 90,000	Annual Fee	\$ 90,000

- i. Fee 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.
- ii. Base fees are increased 0% upon each 12-month anniversary, unless a new contract is executed.
- iii. The fees outlined in this Attachment are:

☒ not offset by OneDigital's negotiated commission. (For Supplemental Worksite Benefits and Travel Accident Insurance benefits in the amount of \$7,449.)

☐ offset by OneDigital's projected commission

- b. Compensation Attributable to Client's Plan



Coverage, Product, or Services	Insurer, TPA, Vendor, or Payor	Compensation Schedule or Range
Medical	Florida Blue	Included in Fee
Dental	MetLife	Included in Fee
Vision	MetLife	Included in Fee
Prescription Drug/Pharmacy Benefit Management	Included with Florida Blue	N/A
Health Flexible Spending Account	Flores & Associates	Included in Fee
Supplemental/Worksite	Allstate	Critical Illness – 55% first year, 10% renewal Accident plan – 50% first year, 10% renewal

c. Compensation Attributable to OneDigital's Book of Business

OneDigital may earn additional compensation from insurers, third-party administrators, vendors, or other third parties that cannot be calculated or determined at the time of this disclosure or prior to the effective date of this Agreement or renewal thereof. At this time, OneDigital cannot determine whether it will receive other additional compensation, or the amount thereof. This additional compensation may include, but is not limited to, compensation that is contingent upon certain conditions being met, such as profitability, growth, churn/retention, or volume of services provided. Compensation may be in the form of additional commission, bonuses or benefits. OneDigital may also receive corporate sponsorships for webinars, training or other programming provided for clients, or clients' internal training.

OneDigital may be paid additional compensation by insurers normally calculated at the calendar year end that are contingent on a number of factors including the overall number of employer plans and/or employee participants in plans for which we have placed insurance, plan retention rates, and premium growth. Historically, this contingent compensation for business OneDigital has placed on behalf of the insurer, third-party administrator, or vendor has been as follows:

Coverage, Product, or Services	Insurer, TPA, Vendor, or Payor	Compensation Schedule/Range
Medical	Florida Blue	Varies Other (Text Field)
Dental	MetLife	Varies Other (Text Field)
Vision	MetLife	Varies Other (Text Field)
Supplemental/Worksite	Allstate	Varies Other (Text Field)

d. Disclosure Acknowledgment



Client acknowledges that it has received, read, and understands this compensation disclosure from OneDigital. Client may ask questions or make inquiries regarding the information included in this disclosure at any time.

iv. Scope of Services

Advisory & Enrollment Services Include: Check all that apply.	Frequency
<p><input checked="" type="checkbox"/> Financial</p> <p>Evaluation of current benefit programs Short- and long-term strategic planning Value-based review of program options leading to customized benefit program design and recommendations that achieve Client goals Renewal management Contribution strategies Negotiations Assistance with carrier's annual certification Benefit program implementation including enrollment and placement. Online application process for employees</p>	<p>As Directed by OneDigital or Client</p>
<p><input checked="" type="checkbox"/> Advocacy and Administration</p> <p>Claims information and issue resolution Eligibility and enrollment management Billing Assistance 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 Provision of COBRA administration through third-party vendor</p>	<p>As Directed by OneDigital or Client</p>
<p><input checked="" type="checkbox"/> Compliance</p> <p>Employer compliance calendar and checklist Health care reform applicability and action plan Response to general compliance questions HIPAA tutorial and basic risk exposure checklist Guidance for employer responsibilities including ERISA, Medicare Part D, etc. Access to general legal and reference materials for employer issues Annual Health & Welfare Form 5500 Preparation and Filing</p>	<p>As Directed by OneDigital or Client</p>



Advisory & Enrollment Services Include: Check all that apply.	Frequency
<input checked="" type="checkbox"/> Education and Communication Calls to discuss new industry developments and ideas for future program enhancements Monthly Benefits Newsletters Health Care Reform Advisory notices Employee wellness tools and resources Administrative training of benefits personnel Compliance and health care reform webinars Assistance with development of employee communication materials Assistance in the development, implementation, and interpretation of an employee survey Coordination of wellness program initiatives Customized enrollment guide	As Directed by OneDigital or Client
<input checked="" type="checkbox"/> Enrollment Services Employee enrollment through PlanSource Enrollment changes through PlanSource Employee carrier/vendor enrollment processing through PlanSource Employee carrier/vendor termination processing through PlanSource Employee carrier/vendor change processing through PlanSource Carrier/vendor billing and billing issues through PlanSource Provide and manage PlanSource platform Monthly list bill audits and create self-bills from PlanSource	As Directed by OneDigital or Client
<input checked="" type="checkbox"/> Consulting Services Designated consulting and support team Designated Account Manager to respond and assist with account activity such as benefit plan complexities, claims issues, overall carrier coordination and management, etc. Periodic stewardship meetings to discuss performance, goals, objectives, initiatives, and priorities Evaluate and consult on market trends Market benefit portfolio through RFP process Consult on benefit plan design and eligibility (ex. waiting periods, contract language, etc.) Review SPD and SBC for accuracy and consistency with terms of coverage sold/renewal terms Comparative analysis to support acquisitions	As Directed by OneDigital or Client
<input checked="" type="checkbox"/> Analytic Services Large claimant analysis Reforecast current year budget with revised enrollment (self-funded only) Calculate IBNR Claim Liability Analysis annually (self-funded only) Benchmarking analysis annually	As Directed by OneDigital or Client




Advisory & Enrollment Services Include:	Frequency
Check all that apply.	
Periodic delivery of client utilization via reporting dashboard (subject to data availability from insurance carrier) Vendor monthly or quarterly claims reporting (subject to data availability from insurance carrier)	
<input checked="" type="checkbox"/> Wellness Services Employee wellness education campaign templates Evaluation and implementation of wellness/clinical and carrier-provided programs Strategic guidance to achieve a healthy workforce Creation of incentive strategies and access to innovative platforms Plan design support for health promotion and productivity goals	As Directed by OneDigital or Client
<input type="checkbox"/> Other Click or tap here to enter text.	Choose an item.

* Availability may vary by state and product

Client Signature:

X

Electronically Signed

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This 2023-2024 joint Strategic Plan was developed with CareerSource and OneDigital input, and will remain somewhat fluid throughout the year as CSCF priorities may shift and CSCF direction may change. OneDigital will work to accomplish deliverables tasked by CSCF that are consistent with the contract's scope of services.

OneDigital Health & Benefits				
2023 - 2024 CareerSource Strategic Plan				
Customer Strategy				
1 Create an action plan for retirement, health & wellness				
2 Measure results				
Tactical Activities	Q1 (July-Sept)	Q2 (Oct.-Dec.)	Q3 (Jan.-Mar.)	Q4 (April - June)
Service and Support	Joint quarterly service call (CSCF/EB/R)	Joint quarterly service call (CSCF/EB/R)	Joint quarterly service call (CSCF/EB/R)	Joint quarterly service call (CSCF/EB/R)
	Monthly internal OneDigital review (EB/R)	Monthly internal OneDigital review (EB/R)	Monthly internal OneDigital review (EB/R)	Monthly internal OneDigital review (EB/R)
	Semi-annual retirement committee meetings	Retirement Education Virtual 1x1's	Retirement Education Onsite	Retirement Education Virtual 1x1's
	Personal Financial Planning Reporting	Kids & Finances Event?	Personal Financial Planning Reporting	
	Leadership team retirement review meeting			
Compliance	Plan document Section 125 review	Plan document Section 125 review	5500's - Due January 31st	Collect all plan documents including SBCs for medical plan
	5500's	Medicare D notices by Oct 15th (distributed at open enrollment and in PlanSource library)	ACA Forms 1094-C and 1095C (CS)	Required notices for enrollment materials
	Plan compliance testings		SAR posted for employees by 3/31/24 (CS)	
	Annual fee disclosure (Principal)			
	Update Certificates in PlanSource for new plan year			
	CMS Reporting by Aug 30, 2023 (CS)			
	Secure Act 2.0 updates			
Renewal/Plan Design	Review COBRA vendors	End of plan year review with Florida Blue (Dec/Jan)	Pre-Renewal Strategy Meeting	Quarterly claims reporting
	Quarterly claims reporting	Quarterly claims reporting	Review Self Funding	Weekly renewal/Open Enrollment calls
	Emergency savings and plan design (discuss in upcoming meeting)		Begin marketing plans	Renewal meeting
			Quarterly claims reporting	Quarterly claims reporting
Member Advocacy & Communication	Start monthly wellness communication campaign (EB)	Financial Academy Q4-2023 (Live & Recorded)	Financial Academy Q1-2024(Live & Recorded)	Financial Academy Q2-2024(Live & Recorded)
	Emails/Flyers promoting Advocate (EB)	Monthly wellness communication campaign	Monthly wellness communication campaign	Monthly wellness communication campaign
	One on One Consultations (Aug/Sept) - Virtual Aug 31st and Sept 5th..30 minutes each.	Promote benefits survey - raffle for responses	Potential quarterly one on ones	Enrollment Communications Campaign
	Short video from client advocate (Wes intro) -Additional wellness videos throughout quarter	Potential quarterly one on ones		Potential quarterly one on ones
Health & Wellbeing	Wellness meeting with Florida Blue	Biometric Screening/Health Fair/Wellness Event (EB/R) - Coinciding with All-Staff event	Mid-year wellness budget review	Wellness initiatives integrated with open enrollment communications
	Draft wellness calendar of events	Preventive screenings: continue campaign		Reminders: Teledoc, EAP
	Budget for wellness funds (\$5,000 from OneDigital and \$10,000 from Florida Blue)	Know your numbers communication campaign to encourage the biometric screenings		4.01K Race?
	Review needs for All Staff event (EB/R)			
	Incentive #1: raffle for Preventive screenings			
	Benefits/Wellness survey (incorporate FL Blue questions)			
	Incentive #2: Education on Better You Strides, registration for portal/raffle (Aug). Reporting from Florida Blue			



CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. 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;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

V. 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.

VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATON OF FACILITIES USING PROGRAM FUNDS

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

IX. AMERICANS WITH DISABILITIES ACT

Contractor will comply with the Americans 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; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor 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, sexual orientation, gender identity, or national origin.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to 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). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

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 Energy Policy and Conservation Act (Public Law 94-163).

XIV. ENVIRONMENTAL STANDARDS

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of 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).

XV. 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 Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. 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 (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XVIII. 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. Written notification of termination must be by registered mail, return receipt requested.
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. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, 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, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/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.

XIX. COMPLIANCE WITH TANF

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

XX. 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: Contracts or agreements 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.

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 the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXI. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(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 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. 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 prohibit 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.

XXIII. 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 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 Central Florida. 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.

XXIV. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

XXVII. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

XXVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](https://www.dhs.gov/e-verify)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:



Printed Name and Title of Authorized Representative

Bruce Goin

Signature of Authorized Representative

OneDigital

Organization/Business Name

6/29/23

Date