

### Broker of Record Designation

As of **January 1, 2017**, the organization listed below ("Client") appoints Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages: **Medical, Life/AD&D, EAP, Sec. 125 Employee Paid Voluntary Benefits** and such additional coverages or insurance as Client may from time-to-time request from Keenan (the "Coverages"). This appointment rescinds any and all previous appointments Client may have made with respect to the Coverages, and shall remain in full force and effect until cancelled in writing with sixty (60) days advance notice. The parties hereby agree to the following additional terms:

With respect to the Coverages, Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Keenan shall provide those services as listed on Exhibit A attached to and made a part of this document. Client shall provide Keenan with timely and accurate information necessary to obtain the Coverages and authorizes Keenan to provide such information to prospective insurers and other coverage providers. Except for Keenan's responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client. As compensation for its services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Additional information concerning Keenan's compensation Disclosure Policy is available online at [www.Keenan.com](http://www.Keenan.com) or from your Keenan account representative.

Disputes arising out of or relating to this designation, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers. The arbitration shall be conducted in the County of San Benito, California.

County of San Benito		Keenan & Associates	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Ray Espinosa	<u>By:</u>	Stephen Gedestad
<u>Title:</u>	County Administrative Officer	<u>Title:</u>	Municipality Practice Leader
<u>Address:</u>	481 4 <sup>th</sup> Street	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200
	Hollister, CA 95023		Torrance, CA 90501
<u>Telephone:</u>	831-636-4000	<u>Telephone:</u>	310 212-0363
<u>Attention:</u>	Steve Coffee	<u>Attention:</u>	Howell Southmayd

<u>E-mail:</u>	scoffee@cosb.us	<u>E-mail:</u>	hsouthmayd@keenan.com
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SAMPLE

**EXHIBIT A**  
**KEENAN SERVICES**

**Keenan shall provide the following Services:**

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
  - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
  - Direction and support with claims resolution and other related issues;
  - Review of claims experience and trends;
  - Support with billing/eligibility concerns;
  - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
  - Responding to day-to-day benefit questions from Client and its employees;
  - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;

- Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
- Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended; and
- Attending open enrollment (up to 2 days), orientation, health fairs, and/or question and answer meetings with Client's employees, to be conducted during regular business hours by mutual agreement of the parties.