

This Consulting Agreement (“Agreement”) is between Paso Robles Joint Unified School District (“PRJUSD”) and Burnham Benefits Insurance Services (“Burnham”).

- WHEREAS, PRJUSD wishes to obtain the assistance of Burnham with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs; and
- WHEREAS, Burnham has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and
- WHEREAS, the parties wish to set forth their respective expectations; and
- Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

Scope of Services to be Provided by Burnham

- A. **Consulting and brokerage services for the following benefit programs:**
- Medical Insurance
 - Dental Insurance
 - Vision Insurance
 - Life Insurance
 - Accidental Death and Dismemberment Insurance
 - Health Care Flexible Spending Account
 - Dependent Care Flexible Spending Account
 - Ancillary and voluntary benefits
- B. **Strategic Benefit Planning.** Burnham will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of PRJUSD and its employees.
- C. **Benefit Design.** Burnham will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- D. **Administration.** Burnham will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- E. **Funding.** Burnham will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- F. **Communication.** Burnham will assist in drafting employee communications including benefit summaries and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
- G. **ACA Consulting Services**, including the following:
- ACA readiness analysis & financial modeling, including:
 - ACA compliance & applicability
 - Actuarial Value Assessment
 - Affordability Report
 - Full-time Employee Analysis and Variable Hour Tracking Assessment
 - Cadillac Tax Projection, if applicable
 - ACA Reporting Assessment & Preparation (*print, mail, and e-file services billed separately*)
 - ACA Compliance Audit

- Summary of Compliance Recommendations
 - Webinars, Educational Meetings, and Presentations
- H. **Other Compliance Tools & Legislative Information.** Burnham will provide informational materials on legislative developments impacting employee benefit plans, including topics such as ACA, COBRA, ERISA, HIPAA, and Internal Revenue Code Section 125.
- I. **Meetings with PJRUSD and Vendors.** Services will include attendance at and facilitation of regular meetings with PJRUSD and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
- J. **Day-to-Day Administrative Issues.** Burnham shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by PJRUSD's employees and management.

Disclosure and Record Keeping

- A. **Full Disclosure.** PRJUSD has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to PRJUSD's insurance and risk management program. Burnham must seek approval from PRJUSD prior to the use of any of the above in connection with the PRJUSD's insurance and risk management program.
- B. **Record Keeping.** Burnham will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by PRJUSD.

Term & Termination

- A. **Term.** The term of this Agreement shall be one year, commencing on February 1, 2022 and ending January 31, 2023. Thereafter, this Agreement will automatically renew for successive one-year terms until terminated as described below.
- B. **Termination.** This Agreement may be terminated by either party only as follows:
- Effective upon ninety (90) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within thirty (30) days after the notice is received;
 - effective upon ninety (90) days advance written notice to the other party given with or without reason; or
 - By mutual written agreement of the parties.

Cost of Services

Consultant professional fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses. Client agrees to pay Consultant professional fees as outlined in Exhibit 1, attached hereto and incorporated by reference. These fees are payable in monthly installments and Consultant agrees to submit invoices to Client on a monthly basis.

Personnel

Burnham will assign its personnel according to the needs of PRJUSD and according to the disciplines required to complete the appointed task in a professional manner. Burnham retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

Maggie Lepore, Vice President & Senior Consultant
Sheridan Eaddy, Account Executive
Laurine Wood, Senior Account Manager
Patrick Clark, Analyst

Additional Key Resources:

Glen Morse, Underwriter
Richard Asensio, Director of Compliance
Leslie Ouellette, Senior Director of Communications & Marketing

PRJUSD's Responsibilities

PRJUSD agrees to provide Burnham with the necessary data and records that Burnham requires in order to perform the services Burnham agrees to perform under the terms of this Agreement. Such data and records include, but are not limited to, written plan materials, contracts, policies, notices, enrollment data, disenrollment data, and census data. The data and records will be provided as of the effective date and will be updated promptly and timely as necessary throughout the term of this Agreement. Burnham's ability to provide PRJUSD with the services provided for in this Agreement is conditioned upon Burnham's receipt of accurate and timely information from PRJUSD. Burnham will not independently verify or authenticate information provided by or on behalf of PRJUSD. PRJUSD shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to Burnham.

PRJUSD agrees to notify Burnham as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Burnham in the performance of its obligations under this Agreement.

Records and Protected Health Information

All sensitive information is agreed to be handled in a manner consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") guidelines. Furthermore, Burnham understands and agrees to limit its use and disclosure of protected health information, as such term is defined under HIPAA, and a separate Business Associate Agreement will be executed to this end to the extent applicable.

Independent Contractor

It is understood and agreed that Burnham is engaged by PRJUSD to perform services under this Agreement as an independent contractor. Burnham shall use reasonable efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from PRJUSD as to policy and procedure.

Fiduciary Responsibility

PRJUSD acknowledges that:

- A. Burnham shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans;
- B. Burnham shall exercise no authority or control with respect to management or disposition of the assets of PRJUSD's employee benefit plans; and
- C. Burnham shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Burnham is solely an insurance broker and consultant, and has no discretionary control over plan assets; thus, in the event PRJUSD's employee welfare benefit plan or plans are deemed to be governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), PRJUSD, and not Burnham, shall be and is the ERISA fiduciary for the plan or plans.

Legal Compliance

Burnham is not licensed to practice law and the services provided under the terms of this Agreement are not intended as a substitute for legal advice. PRJUSD, and not Burnham, shall be solely responsible for complying with, and consulting with legal counsel with respect to, its legal obligations under the terms of this Agreement, as well as PRJUSD's compliance obligations under federal and state insurance, employee benefits, privacy, and labor laws and regulations (including, but not limited to, ERISA, HIPAA, COBRA, and the Internal Revenue Code). PRJUSD is also solely responsible for determining, and consulting with legal counsel with respect to, the legal sufficiency of written documents relating to PRJUSD's employee welfare benefit plans, including but not limited to plan documents, summary plan descriptions, insurance policies and contracts, notices, and communications materials, including those that may be provided by Burnham. The responsibilities of PRJUSD include, but are not limited to, meeting its reporting and disclosure obligations under ERISA, the filing of the annual Form 5500, conducting any discrimination testing that may be required under the Internal Revenue Code for its plans, and complying with federal and state privacy laws (including HIPAA). PRJUSD should consult legal counsel before entering into any insurance policies, contracts, or vendor arrangements.

Burnham shall maintain in effect all licenses it is required by California law to maintain in order to perform its obligations under this Agreement.

Confidentiality

Each party (in such capacity, "Recipient") will not access or use Confidential Information of the other (in such capacity, "Discloser") for any purpose other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence. Recipient may disclose the Discloser's Confidential Information to Recipient's employees, attorneys, advisors, and contractors who have a legitimate "need to know", provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this Section 11. The term "Confidential Information" means the provisions of this Agreement (which shall be the Confidential Information of both parties, subject to the following sentence), and any and all information, written or oral, provided or made available by or on behalf of one party or its affiliates, contractors, or vendors to the other party or its affiliates, contractors, or vendors in connection with this Agreement or the parties' relationship hereunder, whether or not designated as confidential. Burnham may disclose an accurate summary of the relationship formed hereunder, provided that

Burnham does not reveal any associated pricing information, or other relationship details not included in prior disclosures that PRJUSD has previously and expressly designated as being excluded from this disclosure right. Information of a third party to whom a party owes a duty of confidentiality will be treated as Confidential Information of that party if it meets the description above. However, (a) Confidential Information does not include information that: was or is publicly available other than as a result of breach of this Agreement by Recipient; was or is lawfully received by the Recipient free of any obligation of confidentiality, or is independently developed by or on behalf of the Recipient without the use of the Discloser's Confidential Information; and (b) Recipient may disclose the Discloser's Confidential Information to the extent such disclosure is necessary in connection with the enforcement of this Agreement; or necessary to comply with any legal or regulatory requirements, provided that the Recipient gives the Discloser prompt notice of the compelled disclosure and cooperates with the Discloser in seeking a protective order or any other protections available to limit the disclosure of the Discloser's Confidential Information.

Insurance

During the term of this Agreement, Burnham shall procure and maintain for itself and its employees all insurance coverage as required by federal or state law.

Limitation of Liability

Except for liability of the parties under the Confidentiality and Indemnification Sections of this Agreement, neither Burnham nor Paso Robles Joint Unified School District shall be liable for any lost profits or for any indirect, incidental, consequential, punitive or other special damages suffered by Burnham or Paso Robles Joint Unified School District arising out of or related to this Agreement, even if advised of the possibility of such damages, except when such damages are caused by the gross negligence or willful misconduct of the parties, its employees, agents, or its subcontractors.

Indemnity

- A. To the fullest extent permitted by law, Burnham and PRJUSD agree to save, indemnify, defend and hold harmless each other, including the directors, officers, employees or agents of Burnham and PRJUSD from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Burnham and PRJUSD or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined.
- B. Nothing to the contrary withstanding, any limitation on liability and/or remedies set forth herein does not apply in the event that the services performed under the Agreement results in injury or death to persons or damage to tangible property.

Disputes / Arbitration

In the event of a dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, or the Limitation of Liability and Indemnity provisions of this Agreement (the "Dispute"), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under

its Commercial Mediation Rules before resorting to arbitration. Any such mediation shall be completed within sixty (60) days of the time notice of a Dispute is given by one party, unless the parties agree to extend the time limits.

If mediation does not resolve the Dispute, the parties shall arbitrate the Dispute. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof within the State of California. Arbitration shall take place in the State of California, County of Orange. The arbitrator shall provide a decision in writing stating his/her reason and rationale for the decision. Prior to the arbitration, the parties shall have the right to demand from one another the disclosure of relevant and discoverable documents, as well as a list of witnesses the other party intends to call at the arbitration, and a summary of the issues to be raised, which information shall be provided two (2) weeks in advance of the arbitration date. Arbitration shall be the parties' exclusive remedy.

Miscellaneous

This Agreement, together with all Exhibits, constitutes the entire agreement between the parties, and any other warranties or agreements are hereby superseded. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by an appropriate officer or duly authorized employee of each party to the Agreement. If any provision set forth in the Agreement is invalid or unenforceable under any law, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law. The modified provision shall be enforceable and enforced, provided it does not impose on any party obligations or benefits that are materially greater than those provided under the original provision.

Under no circumstances shall failure by either party to insist upon compliance with any provision of this Agreement, or either party's delay or failure to exercise of any right or remedy under this Agreement, operate to waive or modify any such provision, right or remedy or render it unenforceable as to any other time or occurrence.

Neither party may assign all or a portion of its rights or duties hereunder without the prior written consent of the other party.

In the event of any litigation or arbitration between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Any notice, demand, or request given in accordance with this Agreement shall be given by personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the United States mail, registered or first-class, postage prepaid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a party (personally, by messenger, or by an overnight courier service); when the facsimile transmission occurs; or two days after the date the notice is deposited in the United States mail, postage prepaid.

Notice shall be given to Burnham as follows:

Burnham Benefits Insurance Services, 2211 Michelson Drive, Suite 1200, Irvine, CA 92612
ATTN: Kristen Allison, Regional President

Notice shall be given to PRJUSD as follows:

Paso Robles Joint Unified School District, 800 Niblick Road, Paso Robles, CA 93446

Each party to this Agreement has had the opportunity to consult with counsel of its choice as to the form and content of this Agreement and the advisability of executing it. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

This Agreement shall inure to the benefit of the respective successor and permitted assigns of each party and shall be binding upon the successors and permitted assigns of each party.

Neither party will be responsible for any delay or failure in the performance of its duties caused by forces or events beyond its reasonable control.

Nothing in this Agreement is intended to confer upon any other party any rights or remedies hereunder, and no third party may claim to be a beneficiary of this Agreement.

The validity and interpretation of the provisions of this Agreement will be governed by the laws of California without regard to any provisions governing conflict of laws, and both parties agree that, subject to the provision entitled "Disputes/Arbitration," the exclusive jurisdiction and the proper venue for any action brought hereunder will be the court of California or the federal courts in California.

Paso Robles Joint Unified School District

Signature

Date

Title

Burnham Benefits Insurance Services

Signature

Date

Title

Exhibit 1

Full-Service Consulting & Fees

Service Description	Fee or Commissions
Benefits Consulting, Development & Cost Management <ul style="list-style-type: none"> • Strategic plan development & management • Renewal evaluation, marketing & negotiations • Cost analysis, market study & carrier trend analysis • Comprehensive plan design evaluation • Network comparisons and utilization • Benchmarking data research and reports • Targeted consumerism assessment (HSA, FSA, HRA, CDHP, etc.) 	Full-Services Consulting Contract: \$70,000 Annual Fee <i>paid in monthly installments</i>
Underwriting and Analytics <ul style="list-style-type: none"> • In-House Industry Underwriters • Budgeting & contribution modeling • Self-funding feasibility analysis • Claims analysis - self funded & fully insured (based on carrier availability) 	Included in above Annual Fee
Affordable Care Act Compliance <ul style="list-style-type: none"> • ACA readiness analysis & financial modeling, including: <ul style="list-style-type: none"> ○ ACA compliance & applicability ○ Actuarial Value Assessment ○ Affordability Report ○ Full-time Employee Analysis and Variable Hour Tracking Assessment ○ Cadillac Tax Projection • ACA Reporting Assessment & Preparation (<i>print/mail, and e-file services billed separately</i>) • ACA Compliance Audit • Summary of Compliance Recommendations • Webinars, Educational Meetings, and Presentations 	Included in above Annual Fee
Other Compliance Services (State and Federal) <ul style="list-style-type: none"> • In-House Attorney, Compliance Department • ACA, COBRA, HIPAA, ERISA, State & Federal Legislative Updates • Contract review & notice disclosures 	Included in above Annual Fee
Communications <ul style="list-style-type: none"> • In-House Marketing & Communications Design Team • Onboarding - EE & open enrollment meetings - face-to-face / webinars • Custom benefit enrollment brochures • Employee surveys • Total compensation statements, Hidden Paychecks 	Included in above Annual Fee

Service Description	Fee or Commissions
<ul style="list-style-type: none"> Market ready collateral (ACA, wellness, financial tips, etc.) 	
Innovation & Technology <ul style="list-style-type: none"> In-House or Independent review of technology solutions EDI & systems management and integration Online HR portal with market ready collateral Ease - Employee benefits portal 	Included in above Annual Fee
Health & Well-Being <ul style="list-style-type: none"> In-House Wellness Consultant Wellness initiatives and ongoing support, active participation on committee Health fairs and flu shots support 	Included in above Annual Fee
Value Added Services Included <ul style="list-style-type: none"> Benefits Hotline / Call Center, Multilingual Staff Eligibility, claim, billing and access to care resolution COBRA administration HR Consulting and Unlimited Online Training 	Included in above Annual Fee
Other Available Services <ul style="list-style-type: none"> Actuarial Services Wellness total health & productivity needs assessment, planning & execution Dependent audit analysis Voluntary benefits program 	Additional fees apply with respect to other services

Note that above fees do not include third party actuarial services to the extent PRJUSD utilizes them. In addition, the above compensation does not contemplate any special projects that would be billed separately (e.g., implementation of online enrollment system, or printing of communication materials).