*University departments must work with the Office of Risk Management for purchases under this framework order (with the exception of shipping insurance).

**Ship To:**
C/O Department
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
City to be given at order placement, TN 37996

**Vendor Address**
Vendor No. 1091392
DISSINGER INSURANCE SERVICES, LLC
ATTN: CHRISTIAN REED
10740 NALL AVENUE SUITE 330
OVERLAND PARK KS  66211

**Bill To:**
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
City to be given at order placement

**Framework Purchase Order**

<table>
<thead>
<tr>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 07/26/2016</td>
</tr>
<tr>
<td>Framework PO #: 5500006624</td>
</tr>
<tr>
<td>Payment Terms: within 45 days Due net</td>
</tr>
<tr>
<td>Delivery Date: 07/25/2016</td>
</tr>
<tr>
<td>F.O.B. U.T. Destination</td>
</tr>
<tr>
<td>Buyer: Casey Carrigan</td>
</tr>
<tr>
<td>Phone: 865-974-2302</td>
</tr>
<tr>
<td>Fax: 865-974-2973</td>
</tr>
<tr>
<td>Validity Dt: From 07/25/2016 To 12/31/2021</td>
</tr>
<tr>
<td>Collective Number: 30002101</td>
</tr>
</tbody>
</table>

**Item | QTY | UM | Material/Description | Price Per Unit | Net Amount**
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTICE OF AWARD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Validity period: 07/25/2016 - 12/31/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extensions: 1 additional period of 5 years with written mutual agreement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor contact: Chris Nixon <a href="mailto:cnixon@dissingerreed.com">cnixon@dissingerreed.com</a> (913) 491-6385</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This agreement is extended to all University of Tennessee campuses and institutes, all Tennessee Board of Regents schools, and the state of Tennessee.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Items listed below will not be purchased at one time but over the term of the agreement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This agreement is based on the following:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. RFQ-S #30002101: Property and Casualty Insurance Broker Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Dissinger Reed’s response to RFQ-S #30002101</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any questions regarding this agreement should be directed to Casey Carrigan at <a href="mailto:cspitzer@utk.edu">cspitzer@utk.edu</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00001</td>
<td>1</td>
<td>EA</td>
<td>Insurance Broker and Related Services</td>
<td>1,000,000.00</td>
<td>1,000,000.00</td>
</tr>
</tbody>
</table>

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFQ.

Signature _______________________________
**Ship To:**
C/O Department
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
City to be given at order placement, TN 37996

**Vendor Address**
Vendor No. 1091392
DISSINGER INSURANCE SERVICES, LLC
ATTN: CHRISTIAN REED
10740 NALL AVENUE SUITE 330
OVERLAND PARK KS 66211

**Bill To:**
All University of TN Campuses
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---

**Framework Purchase Order**

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</tr>
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<td>Buyer:</td>
<td>Casey Carrigan</td>
</tr>
<tr>
<td>Phone:</td>
<td>865-974-2302</td>
</tr>
<tr>
<td>Fax:</td>
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</tr>
<tr>
<td>Validity Dt: From</td>
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<tr>
<td>To</td>
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</tr>
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<td>Collective Number:</td>
<td>30002101</td>
</tr>
</tbody>
</table>

---

**Item** | **QTY** | **UM** | **Material/Description** | **Price Per Unit** | **Net Amount**
---|---|---|---|---|---

Total Net Amount without Tax USD

1,000,000.00

---

Unless otherwise stated herein, the University's Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.

**Signature**

[Signature]

---

DocuSign Envelope ID: 6D1F0BFC-FC91-4F33-BC9C-D89B22583C84
Ship To:
C/O Department
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
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<th>Material/Description</th>
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</tr>
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</table>

Terms Governing this Purchase Order

1) Term:
a. Initial Term: The initial term of this agreement is July 25, 2016 to December 31, 2021.

b. Renewal Term: Upon mutual written agreement, the parties may extend this agreement for up to 5 years from January 1, 2022 to December 21, 2026.

c. Auto Renewal Prohibited: This agreement does not automatically renew.

2) Unrestricted Termination: The University may terminate this agreement for any reason by giving the Supplier at least 10 days prior notice. Upon receiving the University's notice, the Supplier shall stop all work.

3) No Obligation on University to Make Purchases; Not Exclusive:
a. No Obligation to Purchase: The parties agree that this agreement does not obligate University to make any purchases from Supplier.

b. Not Exclusive: This agreement does not create an exclusive arrangement between University and Supplier.

Framework Purchase Order

Information

Date: 07/26/2016
Framework PO #: 5500066624
Payment Terms: within 45 days Due net
Delivery Date: 07/25/2016
F.O.B. U.T. Destination
Buyer: Casey Carrigan
Phone: 865-974-2302
Fax: 865-974-2973
Validity Dt: From 07/25/2016 To 12/31/2021
Collective Number: 30002101

Signature ____________________________
4) AM Best Rating: Supplier must provide the University with insurance policies from insurance providers that have an A+ rating from the AM Best Company. In rare circumstances where a policy from a provider with an A+ rating is not available, the University may approve the purchase of a policy from a provider with a rating of less than A+.

5) Business Terms:

See attached spreadsheet of Category of Insurance Highest possible rate for UT (based on highest broker fee) and Lowest possible rate for UT (based on lowest broker fee)

6) Cooperative Procurement:
   a. General intent: The University intends to promote efficiency in procurement. Accordingly, any governmental entity in the United States (including public colleges or universities) may use any resulting Purchase Order if authorized by the Supplier.

Unless otherwise stated herein, the University's Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms_&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.

Signature ________________________________
b. Texas Supply Chain Alliance: Even though the University is located in Tennessee, the University is a proud member of the Texas Supply Chain Alliance. Further, any member (including affiliate members) of the Texas Supply Chain Alliance may use any resulting Purchase Order. Respondents hereby acknowledges that the Respondent will extend the terms of any Purchase Order to the members of the Texas Supply Chain Alliance.

c. Pricing: The University understands that the cost of policies is governed by various factors, so Suppliers may negotiate different pricing for cooperative purchases.

d. Separate: The University and Supplier hereby acknowledge that any cooperative purchases made by third-parties are between the Supplier and the third-party. The University is not responsible for the acts or omissions of third-parties.

7) General Terms:
   a. Compliance; Monitoring; Audit:
      i. Compliance: Supplier shall make reasonable efforts to ensure that it complies with the terms and conditions of this agreement.

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.
ii. Monitoring: University will monitor Supplier’s performance at all times. Supplier shall cooperate with University in University’s efforts to monitor Supplier’s performance.

iii. Records; Audit:
1. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.

2. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the state of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.

iv. Invoices: Supplier shall provide separate line items for commission and policy premium on invoices to the University.
b. Governing Law: The internal laws of the State of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University’s liability is governed by the Tennessee Claims Commission Act.

c. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

d. Modification; Waiver:
   i. Modification: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of both parties. Only the University’s authorized officials have the authority to bind the University. A list of the University’s authorized officials is located here: http://treasurer.tennessee.edu/contracts/contractssignature.html.

---

**Vendor Address**

Vendor No. 1091392
DISSINGER INSURANCE SERVICES, LLC
ATTN: CHRISTIAN REED
10740 NALL AVENUE SUITE 330
OVERLAND PARK KS 66211

**Bill To:**
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
City to be given at order placement
ii. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

e. Force Majeure: Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.

f. Dispute Resolution: If the Respondent is not satisfied with the University’s resolution of the Respondent’s protest, the Respondent shall enter into mediation with the University before the Respondent pursues any formal legal action. The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.

g. Waiver of Claims:

<table>
<thead>
<tr>
<th>Item</th>
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Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms_&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.
Respondent's Intent: Supplier intends to protect the University's employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University's employees.

Irrevocable Waiver: Supplier hereby irrevocably waives any claims against the University's employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier's successors, heirs, and assigns.

Materiality: The University and Supplier state that this clause is material to this agreement.

h. University Policies:
   i. Non-Solicitation: Supplier shall comply with the University's "Vending and Solicitations on the University Campus" policy:
   http://policy.tennessee.edu/fiscal_policy/fi0325/
   
   ii. Gift Acceptance: Supplier shall comply with the University's "Employee Gift Acceptance Policy":
   http://policy.tennessee.edu/fiscal_policy/fi10717/

Notice:

除非另有规定，本订单应包含大学的标准条款和条件，可通过http://purchasing.tennessee.edu/UT_Standard_Terms&_Conditions.html获取。该条件包含在参考的RFO中。
For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid; Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Ship To:
C/O Department
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
City to be given at order placement, TN 37996

Bill To:
All University of TN Campuses
Address designated by Dept.
Details designated by Dept.
City to be given at order placement

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<th>UM</th>
<th>Material/Description</th>
<th>Price Per Unit</th>
<th>Net Amount</th>
</tr>
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</table>

1. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;

2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

Supplier: Chris Nixon
cnixon@dissingerreed.com

Unless otherwise stated herein, the University’s Standard Terms and Conditions, available at http://purchasing.tennessee.edu/UT_Standard_Terms_&_Conditions.html are incorporated into this Purchase Order as well as those contained in the referenced RFO.
### Vendor Address

**Vendor No.** 1091392  
**DISSINGER INSURANCE SERVICES, LLC**  
**ATTN: CHRISTIAN REED**  
**10740 NALL AVENUE SUITE 330**  
**OVERLAND PARK KS  66211**

**Ship To:**  
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All University of TN Campuses  
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**Framework Purchase Order**

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<th>Net Amount</th>
</tr>
</thead>
</table>
|      |     |    | 8700 Indian Creek Pkwy, STE 320  
Overland Park, KS 66210  
(913) 491-6385  
University: Blake Reagan, Director  
breagan@utk.edu  
Office of Procurement Services  
5723 Middlebrook Pike  
Knoxville, TN 37921  
(865) 974-3311  
iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day  
j. Registration with Tennessee Department of Revenue:  
In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement. |               |            |
k. Use of University Intellectual Property: Except as allowed in this section, Supplier shall not use the University’s name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.

l. Severability: The parties intend as follows:
   i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
   ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
   iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
m. Entire agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to University.

The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1.4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.

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Signature

________________________
**Commission Worksheet**

<table>
<thead>
<tr>
<th>Category of Insurance</th>
<th>Highest possible rate for UT (based on highest broker fee)</th>
<th>Lowest possible rate for UT (based on lowest broker fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Travel Accident</td>
<td>12.50%</td>
<td>5%</td>
</tr>
<tr>
<td>Athletic Play/Practice</td>
<td>15%</td>
<td>5%</td>
</tr>
<tr>
<td>Auto Physical Damage</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Courtesy Cars UTK</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Errors and Omissions</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>General Liability</td>
<td>12.50%</td>
<td>10%</td>
</tr>
<tr>
<td>Group Personal Accident Athletic</td>
<td>15%</td>
<td>5%</td>
</tr>
<tr>
<td>Inland Marine</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Loss of Revenue</td>
<td>12.50%</td>
<td>5%</td>
</tr>
<tr>
<td>Nuclear Liability</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Out-of-State Owned Auto</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Renter’s Insurance</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Rowing Equipment</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Solar Farm</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Student Health</td>
<td>30%*</td>
<td>5%</td>
</tr>
<tr>
<td>Student Professional Liability</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Umbrella</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Vanpool</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Watercraft</td>
<td>N/A</td>
<td>N/A</td>
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</table>

*compensation here is referring more to individual short-term medical policies that may be offered to student athletes (domestic and international) that arrive to campus without other insurance. Obviously this would be handled directly through athletics if there is ever a push towards a primary insurance mandate and would not mean that we are soliciting your student athletes for this coverage. We also have the ability to offer traditional student health plans to your entire campus but as you may know with the new ACA laws, the compensation to brokers is very limited and is typically based on a separate fee. So I have generalized this to fit your spreadsheet as some short-term policies do pay brokers 30%.