

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220031
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 8/20/21
 Name of Contract Initiator: Sheila Gann Telephone #: 336-6747
 School/Dept Submitting Contract: Insurance Cost Center # _____
 Vendor Name: Benefitfocus
 Contract Title: Amendment No. 2 to Order Form
 Contract Type: New Renewal Amendment Extension Previous Year Contract # 19031
 Contract Term: _____ Renewal Option(s): _____
 Contract Cost: None

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____
 NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):
 _____ Completed Contract Review Form
 _____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
 _____ SIGNED Addendum A (if not an SBAO Template Contract)*
**This Statement MUST BE included in the body of the Contract:
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*
 _____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
 _____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
 _____ COVID-19 Waiver (If Applicable)
 _____ Release and Hold Harmless (If Applicable)

RECEIVED
AUG 20 2021
PURCHASING

RECEIVED
8/25/2021
SBAO

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u> Review Date <u>8/23/2021</u>	<u>Addendum for Contract for RFP 18-BA-123</u>
School Board Attorney <u>CB</u> Review Date <u>9/3/21</u>	<u>See Addendum Changes Written in Blue on Orange Tab. (Order Form)</u>
Other Dept. as Necessary Review Date _____	_____
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED
	DATE: <u>9/10/2021</u>

Amendment No. 2 to the Order Form

This Amendment No. 2 ("Amendment") to the **Order Form dated July 11, 2018** ("Order Form"), is between Benefitfocus.com, Inc. ("Benefitfocus") and the School Board of Clay County, Florida ("Client") and is made on August 16, 2021.

WHEREAS, the parties entered into the Order Form in order for Benefitfocus to provide Client with software services; and

WHEREAS, the parties agree to extend the term and modify the employee count; and

WHEREAS, Benefitfocus agrees to off Client an annual credit to be used for services rendered; and

WHEREAS, the parties agree to amend the Order Form under the terms and conditions of this Amendment and include said modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Benefitfocus and Client hereby agree as follows:

1. **Term.** The current term of the Order Form shall now be extended through July 18, 2025.
2. **Section I. Subsection 6. Employee Count.** Effective August 1, 2021, this section is deleted in its entirety and replaced with the following.

Employee Count: 4,800 Enrollment Eligible (Full)
0 Enrollment Eligible (Voluntary Only)
0 Non-Enrollment Eligible

3. **Section IV.A.4. Ongoing Services Terms & Conditions.** This section is deleted in its entirety and replaced with the following.

The fees set forth in the Order Form will remain fixed through July 18, 2025. Annually, thereafter, Benefitfocus will increase the Ongoing Software Services fees on an annual basis by the greater of 3% or, CPI-U.

4. **Credit.** Upon second signature of this Amendment, Benefitfocus will place a \$40,000 non-refundable credit on Client's account to be used only towards Benefitfocus Marketplace recurring services currently invoiced but not paid as of the Effective Date or future services ordered after the Effective Date. Annually thereafter, Benefitfocus will continue to place a \$40,000 non-refundable credit on Client's account each contract year until the termination date of July 18, 2025.
5. **Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Order Form shall remain in full force and effect. The Order Form shall remain and continue in full force and effect and shall continue to be binding on the parties hereto. This Amendment is hereby incorporated into the Order Form and by reference. To the extent that there is any inconsistency between the Order Form and this Amendment, this Amendment shall prevail. Capitalized terms used herein shall have the same meanings as are set forth in the Order Form, as applicable, unless stated otherwise.
6. **Authority to Enter into an Agreement.** Each party represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (iii) this Amendment has been duly executed and delivered by such party; and (iv) no other person or entity other than those set forth in this Amendment has any interest in the subject matter referred to in this Amendment.

All terms and conditions of the Order Form which are not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Amendment.

BENEFITFOCUS.COM, INC.

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____