

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220117
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
5/5/2022
 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: 04/04/2022

Name of Contract Initiator: Sheila Gann Telephone #: 904-336-6747

School/Dept Submitting Contract: Business Affairs/Insurance Dept. Cost Center # 9050

Vendor Name: The Bailey Group

Contract Title: Addendum #2 (2nd Renewal) to Vendor Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract # 210085

Contract Term: May 30, 2022 - May 30, 2023 Renewal Option(s): 3rd year renewal left

Contract Cost: Not to exceed \$375,000 paid via carrier commissions

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # N/A
 Funding Source: Budget Line # N/A

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
 APR - 7 2022
 PURCHASING

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	<u>Second Renewal 2022-2023</u> <u>Not to Exceed \$ increased from 1st Renewal</u>
Review Date <u>4/11/2022</u>	
School Board Attorney	
Review Date <u>4/12/22</u>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: <u>4.12.22</u>

Addendum #2

School Board of Clay County, Florida and MFB Financial, Inc. dba The Bailey Group, VENDOR AGREEMENT

This Addendum is made on April 7, 2022, updating various sections of the executed Vendor Agreement ("Agreement") between School Board of Clay County ("School Board") and MFB Financial, Inc. DBA The Bailey Group ("Coordinator"), as follows, and enacting the option to renew the term.

Please note for the records that the original Agreement, approved on April 9, 2018 included an initial term from May 30, 2018 through May 30, 2021, with an option to renew this contract for three (3) additional, one (1) year periods.

In compliance with the provisions of the Agreement, the following additional language is acknowledged:

Personnel

The Primary Service Team consists of the following individuals. Coordinator retains the right to substitute personnel with reasonable cause.

- Allison Profitt (Sr. Account Executive)
- Hannah Carter (Account Executive)
- Becky Cromwell (Sr. Client Advocate)
- Morgan Mayhew (Wellness Consultant)

Fees

School Board agrees to pay Coordinator fees as outlined in the following Fee Schedule:

Not to exceed \$375,000 annually	Paid to Coordinator via group carrier commissions
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School Board agrees to the payment of a Service Fee to the Coordinator as shown above and understands and agrees (i) the Service Fee is fully earned upon commencement of the term, (ii) no portion of the Service Fee is refundable except as required by law, and (iii) the Service Fee may be in addition to other sums payable to Coordinator by supplemental insurance carriers and other parties.

Additional Services

- In addition to the ongoing services, the Coordinator will continue to assume the recurring monthly costs associated with the School Board's benefit administration system (Benefit Focus). This equates to \$115,000 annually.
- Furthermore, the Coordinator will continue to sponsor and support the School Board's "Tools 4 Clay Schools Store" in its new permanent location, as well as any related events, in coordination and partnership with the Clay Education Foundation.


Term

Both parties, School Board of Clay County and MFB Financial, Inc., mutually agree to renew this Vendor Agreement for the second of three (3) additional, one (1) year terms. This acknowledgement extends the previously identified services through May 30, 2023, with the option to renew through mutual agreement for one (1) additional one (1) year term, as mutually agreed per future addendums on an annual basis through May 30, 2024.

AGREED:

School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043

MFB Financial, Inc. DBA The Bailey Group
1200 Planatation Island Dr S, Ste 210
St. Augustine, FL 32080


Mark F. Bailey, Sr., President
4/8/22

Date

Date

Addendum #1

School Board of Clay County, Florida and MFB Financial, Inc. dba The Bailey Group, VENDOR AGREEMENT

This Addendum is made on February 16, 2021, updating various sections of the executed Vendor Agreement ("Agreement") between School Board of Clay County ("School Board") and MFB Financial, Inc. DBA The Bailey Group ("Coordinator"), as follows, and enacting the option to renew the term.

Please note for the records that the original Agreement, approved on April 9, 2018 included an initial term from May 30, 2018 through May 30, 2021, with an option to renew this contract for three (3) additional, one (1) year periods.

In compliance with the provisions of the Agreement, the following additional language is acknowledged:

Personnel

The Primary Service Team consists of the following individuals. Coordinator retains the right to substitute personnel with reasonable cause.

- Allison Profitt (Sr. Account Executive)
- Hannah Carter (Account Executive)
- Becky Cromwell (Sr. Client Advocate)
- Morgan Mayhew (Wellness Consultant)

Fees

School Board agrees to pay Coordinator fees as outlined in the following Fee Schedule:

Same as current, not to exceed \$210,000 annually	Same as current, paid to Coordinator via group carrier commissions
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School Board agrees to the payment of a Service Fee to the Coordinator as shown above, and understands and agrees (i) the Service Fee is fully earned upon commencement of the term, (ii) no portion of the Service Fee is refundable except as required by law, and (iii) the Service Fee may be in addition to other sums payable to Coordinator by supplemental insurance carriers and other parties.

Additional Services

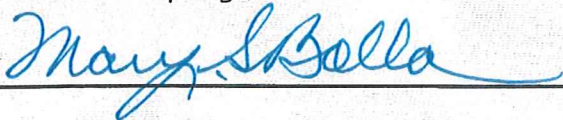
In addition to the ongoing services, effective June 1, 2021, the Coordinator will assume the recurring monthly costs associated with the School Board's benefit administration system (Benefit Focus). Furthermore, the Coordinator will continue to sponsor and support the School Board's "Tools 4 Clay Schools Store" in its new permanent location, as well as any related events.

Term

Both parties, School Board of Clay County and MFB Financial, Inc., mutually agree to renew this Vendor Agreement for the first of three (3) additional, one (1) year terms. This acknowledgement extends the previously identified services through May 30, 2022, with the option to renew through mutual agreement for two (2) additional one (1) year terms, as mutually agreed per future addendums on an annual basis through May 30, 2024.

AGREED:

School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043



3/4/21

Date

MFB Financial, Inc. DBA The Bailey Group,
1200 Plantation Isl Dr S, Ste 210
St. Augustine, FL 32080



Mark F. Bailey, Sr., President

02/16/2021

Date



School Board of Clay County

March 4, 2021 - Regular School Board Meeting

Title

C18 - Vendor Agreement Renewal

Description

Renew Vendor Agreement as required per FS 287, DOE 6A-1.012 and School Board Policy

a. MFB Financial, Inc DBA The Bailey Group Addendum #1: Contract Period is May 30, 2021 through May 30, 2022. The contract period is for 1 year and is the first renewal option for Vendor Agreement.

Gap Analysis

The District requires Contractor to provide third party administrative services to ensure our staff receives products and services that meet their needs.

Previous Outcomes

The Contractor was Board approved 3/1/2018 and has been used successfully during the past term to provide quality services to the district.

Expected Outcomes

Upon approval by the Board; we expect the Contractor to continue providing quality services at the same terms and conditions of the Vendor Agreement. In addition to the ongoing services, effective June 1, 2021, the Contractor will assume the recurring monthly costs associated with the School Board's benefit administration system (Benefit Focus). Furthermore, the Contractor will continue to sponsor and support the School Board's "Tools 4 Clay Schools Store" in its new permanent location, as well as any related events. Upon approval by the Board; we expect the Contractor to continue providing quality services at the same terms and conditions of the Vendor Agreement. In addition to the ongoing services, effective June 1, 2021, the Contractor will assume the recurring monthly costs associated with the School Board's benefit administration system (Benefit Focus). Furthermore, the Contractor will continue to sponsor and support the School Board's "Tools 4 Clay Schools Store" in its new permanent location, as well as any related events.

Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Extend Agreement as follows:

- a. MFB Financial, Inc DBA The Bailey Group Addendum # 1:
- MFB Financial, Inc DBA The Bailey Group, 1200 Plantation Isl Dr S, Ste 210, St. Augustine, FL 32080

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

Cost paid out of Insurance Commissions not to exceed \$210,000.00 annually.

Review Comments

Attachments

[210085 Bailey Group Addendum #1.pdf](#)



Agent Fee Agreement

Mark F. Bailey, Principal Officer

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into by and between the School Board of Clay County, Florida ("School Board"), 900 Walnut St, Green Cove Springs, FL 32043 and MFB Financial, Inc., DBA The Bailey Group ("Coordinator"), with an address of 1200 Plantation Island Drive South, Suite 210, St. Augustine, FL 32080, with an effective date of May 30, 2018.

WHEREAS, the Coordinator has superior knowledge and experience in providing such Benefits administrative services via the Coordinator and its principal, Mark F. Bailey's history of efficiency and successful engagement of such business activities in the past and presently, through this, commonly managed, and predecessor institutions, including assisting similar employees and public entities by servicing employee benefit plans and;

WHEREAS, St. Johns County School Board issued RFP #2017-23, Benefits Coordinator, a copy of which is attached hereto as Exhibit A and incorporated by reference ("RFP"); and

WHEREAS, the School Board desires to piggyback on the St. Johns County School Board's recent request for Benefits Coordinator (Contract RFP #2017-23) award to **MFB Financial, Inc. dba The Bailey Group** for services concerning School Board's employee benefit programs, to include benefits coordination ("Services") in order to maintain an agreement; and

WHEREAS the School Board authorized the Superintendent to negotiate and execute a contract; and

WHEREAS, the negotiated term specific to Clay County School Board herein and attached hereto as Exhibit B apply; and

WHEREAS, The Coordinator agrees that during a 90-day transition period prior to May 30, 2018, the Coordinator will work as detailed in the Description of Services without compensation.

NOW, THEREFORE, the parties agree as follows:

1. Description of Services. Coordinator shall provide services to the School Board to ensure comprehensive and cost-effective benefits to School Board employees and retirees. Details regarding these services are included in this Agreement and exhibits, which are attached hereto, incorporated by reference, and made a part hereof as if fully set out herein. In the event of a conflict between this Agreement and the attached exhibits, such documents shall govern as

follows: (1) this Agreement, (2) the piggyback RFP and any addenda, Coordinator Response (attached Exhibit A).

- A. Coordinator shall provide all services necessary in order to communicate, coordinate, and enroll the plans beginning on May 30, 2018. The annual open enrollment process for eligible employees shall take place during the months of July/August and retirees in the months of August. The open enrollment is web-based and includes all core benefits and voluntary benefits offered. Web enrollments are also required for new hire and life event enrollments. The Coordinator's On-Site Enrollment Counselors shall meet personally with School Board employees requesting a meeting. Evening and Saturday appointments shall also be available if requested by the School Board. These counselors will be available at a mutually agreed upon date between the School Board and Coordinator.
- B. Coordinator must prepare and distribute an approved annual benefits guide inclusive of all benefits. The guides are provided directly to the School Board for all active employees in printed and electronic format. COBRA and retiree Benefit Guides and enrollment instruction must also be printed and mailed to the home address of each COBRA and retiree participant. Coordinator is responsible for the following printed and/or electronic materials for all participants (active, COBRA, retiree):
 - o Benefits guide (must include all core and voluntary benefits)
 - o Pre-enrollment information
 - o Information to utilize website and online/telephonic enrollment
 - o Onsite/telephonic enrollment information and dates
 - o Other information as determined by the School Board
 - o Plan documents, Summary of Benefits, update and maintain Section 125 Cafeteria Plan agreement

The School Board shall have final approval on all open enrollment forms and other distributed literature.

During the annual Open Enrollment and enrollment for New Hires, the Coordinator shall provide:

- o A sufficient number of enrollment counselors, as determined by the School Board, to meet with eligible employees, if needed
 - o Provide additional staff for site visits for all locations (approximately 43 sites) during open enrollment
- C. Coordinator shall assist the School Board with the Annual Benefits Enrollment process by:
 - o Preparing and printing enrollment booklet forms. The School Board will have final approval on all enrollment forms
 - o Preparing and printing retiree benefit summary
 - o Prepare an information letter and mail to each employee's home advising of enrollment dates and any benefit changes

- D. Coordinator shall maintain a benefits website for member access providing up to date information on all benefits programs under this contract. Coordinator shall update this benefits website no more than five (5) business days after receiving information from the Board.
- E. Coordinator shall provide brokerage and consulting services for all core and voluntary benefits, including but not limited to: Medical, Dental, Vision, Short and Long Term Disability, and Life.

Coordinator will evaluate and monitor the capabilities of each included provider. At the request of the School Board, the Coordinator will be responsible for issuing competitive solicitations within thirty (30) days after the request. Results and supporting documentation from all bidding/quoting/negotiating health plan reinsurance, dental plan insurance, vision plan insurance, life insurance, disability insurance, prescription plan and other plans as directed by the Insurance Committee shall be presented to the Insurance Committee no more than sixty (60) days after the initial request for review and recommendation to the School Board.

- F. Coordinator shall provide appropriate education, training and analytics to the School Board's Insurance Committee to ensure informed and intelligent decision-making.
 - o Provide ongoing cost projections and budget/funding analysis
 - o Provide quarterly claim utilization and claim trend analysis
 - o Modeling for alternative funding methods (fully-insured vs. self-funded) and contribution modeling
 - o Annual in-depth financial and benefit analysis with executive summary
 - o Develop annual budget projections
- G. Coordinator shall identify and provide a dedicated account manager. The dedicated account manager shall be present for monthly and specially scheduled Insurance Committee meetings. Additionally, the account manager will be available to meet with the Coordinator of Health Benefits or applicable School Board designee upon request.

The Coordinator shall identify and provide an account manager that will provide the services listed below. Defined services shall include:

- o Assist plan members through phone calls, emails, or counsel face to face from plan members and providing customer service
- o Data entry in the benefits module of the School Board's business system
- o Link between School Board and benefits vendors to provide service for questions, issues, claims audits and any other issue from the School Board office
- o Manage and counsel employees on disability benefits and life insurance benefits
- o Other assistance as agreed to by Coordinator and the School Board

All personnel assigned to the School Board shall require prior written approval by the School Board. Coordinator agrees that it will remove (within a mutually agreed upon

period of time) any employee assigned to services under this Agreement, if, after the matter has been reviewed jointly by the School Board and the Coordinator, the School Board requests such action in writing. Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement personnel may be required for submittal to the School Board for review. The School Board reserves the right to interview replacement personnel prior to approval. The Coordinator shall provide any and all necessary training for management and staff employed as a result of this Agreement.

- H. Coordinator shall assist in the facilitation of a Dependent Audit and verification as needed.
- I. Coordinator shall participate and assist in providing educational programs, as agreed upon between the Coordinator and the School Board, for all employees to make them aware of their benefits and to help contain costs.
- J. Coordinator shall manage the School Board wellness program to include implementation of School Board approved incentive programs and organizing meetings and communications with site based wellness coordinators. The School Board shall assign a site based wellness coordinator to each school/site. In addition, Coordinator will facilitate in the following areas:
 - o Dedicated health promotion consultant assigned to create new, or manage/assist with existing, Client wellness program
 - o Establish wellness goals and baseline spending
 - o Provide customized employee wellness campaigns, newsletters, monthly updates
 - o Create and promote wellness events and initiatives
 - o Train wellness team/ambassadors
 - o Provide ROI analysis on an agreed upon frequency
- K. Coordinator shall provide assistance to the School Board with the implementation of file feeds between plan vendors and the School Board's business system.
- L. Coordinator will be available upon request to assist with calculating reimbursement checks for overpayment of premium by the employees and shall be reimbursed by the School Board upon presentation of proper documentation.
- M. Upon request, Coordinator shall reconcile monthly payroll deduction reports provided by the School Board's Payroll Department, and will identify all discrepancies (amounts not deducted, incorrect amounts deducted, etc. from employee paychecks) for all insurance related benefits and section 125 plan.
- N. Coordinator shall also provide additional financial reports, usage reports and special analyses as requested by the School Board, including but not limited to:
 - o Provide ongoing cost projections and budget/funding analysis
 - o Provide quarterly large claim probability modeling; claim utilization and claim trend analysis

- Modeling for alternative funding methods (fully-insured vs. self-funded) and contribution modeling
 - Annual in-depth financial and benefit analysis with executive summary
 - Actuarial analysis reports including proposed funding rates and IBNR reporting.
- O. The Coordinator will review and report on FSA provider's internal controls and compliance with Federal regulations.
- P. The Coordinator will provide compliance assistance including but not limited to the following areas of focus:
- HIPAA/ACA
 - Review contract/SPD for accuracy and client approval
 - Completion of NFP Compliance Checklist, interactive tool available online to Client
 - Completion of WRAP document and CMS compliance and disclosure, as required
 - Access to NFP legal counsel for specific healthcare reform and employee benefits compliance
 - Monthly compliance updates and quarterly healthcare reform updates via email blast
- Q. The Coordinator shall provide annual compensation statements for all School Board employees after open enrollment no later than 60 days after completion of open enrollment upon receipt of employee data in the requested format.
- R. Maintain applicable state licensure and carrier appointment(s)
- S. Client will receive (2) subscriptions services: Enquiron and HR360
2. Personnel. The Coordinator will assign its personnel according to the needs of the School Board and according to the disciplines required to complete the required services. The Coordinators Primary Service Team shall consist of:
- Allison Proffitt (Sr. Account Executive)
 - Tim Olson (Account Executive)
 - Becky Cromwell (Sr. Client Advocate)
 - Gabrielle Lobban (Wellness Consultant)
3. Term. The initial term of this Agreement shall be from May 30, 2018 through May 30, 2021. At the conclusion of the initial term, the Agreement may, by mutual agreement between the School Board and Coordinator, be renewable for up to three (3) additional one (1) year periods.

4. Termination. The School Board may terminate this Agreement for convenience, upon thirty (30) days written notice. If Coordinator's certification as a Third Party Coordinator by the State of Florida ever lapses, or is suspended or denied, the School Board may terminate this Agreement immediately. Further, if Coordinator ever files for bankruptcy or other relief from creditors the School Board may terminate this Agreement immediately. Coordinator shall be paid for services performed and completed under this Agreement up to the effective date of termination.

Coordinator will cooperate with the School Board for three (3) months following termination of this Agreement.

Upon termination, anything created by the Coordinator under this Agreement is property of the School Board.

5. Compensation and Payment. Coordinator shall provide services in accordance with this Agreement, the RFP and any addenda, and Coordinator response. School Board agrees to pay Coordinator fees as outlined in the Fee Schedule.

Should the School Board object to any portion of a Compensation Statement, the School Board shall notify Coordinator within thirty (30) days of receipt of statement, and the parties will promptly make a good faith effort to resolve the disputed portion of the statement. No interest will accrue and no attorney fees will be incurred by the School Board on such disputed portion of the statement.

Fee Schedule	
Year	Price per Active Employee per Month
May 30, 2018 – May 29, 2019 per active employee per month on the basic life plan	\$3.00, paid via carrier commissions (Not to exceed \$210,000 annually)
May 30, 2019 – May 29, 2020 per active employee per month on the basic life plan	\$3.00, paid via carrier commissions (Not to exceed \$210,000 annually)
May 30, 2020 – May 29, 2021 per active employee per month on the basic life plan	\$3.00, paid via carrier commissions (Not to exceed \$210,000 annually)

6. School Board's Responsibilities

School Board's Responsibilities. School Board will make available such reasonable information as required for Coordinator to conduct its services. Such data will be made available as promptly as possible. It is understood by Coordinator that the time of School Board's personnel is limited, and judicious use of that time is a requirement of this Agreement.

7. Independent Contractor. Coordinator certifies that it is an independent contractor and shall not employ, contract with or otherwise use the services of any officer or employee of the School Board. Nothing contained herein shall be construed to create an agency, joint venture, or joint relationship between the School Board and Coordinator. Coordinator's employees are not School Board employees or agents. Coordinator shall be solely responsible for the payment and compensation of their staff providing services pursuant to this Agreement.

Coordinator certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

8. Disclosure. School Board has the right to approve any arrangements and/or the utilization of any subcontractors in connection with, or arising out of, or in any way related to School Board's insurance and risk management program. Coordinator must seek approval from School Board prior to the use of any of the above in connection with the School Board's insurance and risk management program.

9. Insurance and Indemnification. Coordinator agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any negligence or other act or omission on the part of the Coordinator, its agents, employees or representatives. Coordinator will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability; (b) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the Clay County School Board. The Coordinator will provide before commencement of work, and attach to this Agreement, certificates evidencing such coverage.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000 per occurrence and \$2,000,000 per general aggregate. This policy will include the Board as an additional insured.

(b) Workers' Compensation Coverage. The workers' compensation insurance will be maintained as required by applicable Florida law, minimum \$100,000.

10. Laws and Regulations. This Agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in accordance with the laws of the State of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this Agreement shall be brought in the state courts of Clay County, Florida. The parties shall not violate the code of ethics for public officers and employees, Chapter 112, Florida Statutes.

11. Background Check. The Coordinator agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in Sections 1012.467 or

1012.468 and consistent with School Board policy, all of its personnel who: (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Coordinator or its personnel providing any services under the conditions prescribed in the previous sentence. The Coordinator shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Coordinator and its personnel. The parties agree that the failure of the Coordinator to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Coordinator agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Coordinator's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

12. Assignability. This Agreement is for the personal services of the Coordinator and may not be assigned by the Coordinator except as part of the sale of all or substantially all of Coordinator's assets, without the prior written consent of the School Board, which shall not be unreasonably withheld. Neither a sale of all nor substantially all Coordinator's assets, a stock sale, merger or change in control shall require the School Board's consent. However, in any such event, Coordinator's successor shall honor and abide by all the terms and conditions of the Agreement.
13. Conduct While on School Property. The Coordinator acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises Coordinator (or designee). It is a breach of this Agreement for any agent or employee of the Coordinator to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health and well being of any student or employee of the School Board. The Coordinator agrees to immediately remove any agent or employee if directed to do so by the premises Coordinator or designee.
14. No Taxes. The School Board is not obligated and does not agree to pay any federal, state or local tax as a result of this Agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fundraising.
15. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both parties.
16. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision and this

Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

17. Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
18. No Waiver. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
19. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
20. Confidentiality. The Coordinator shall keep confidential in accordance with HIPAA all personally identifiable health information and records pertaining to health center patients. Coordinator understands and agrees to limit its use and disclosure of protected health information as described in this Agreement and exhibits.

Coordinator shall not share any information about an employees' health or benefits with anyone except as needed to administer the benefits pursuant to this Agreement.

Coordinator shall train, including HIPAA training, all employees assigned to this Agreement on the importance of disclosing information within the School Board only as needed to perform the services pursuant to this Agreement.

21. Access to and Retention of Documentation. The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Coordinator which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five years after the School Board has made final payment and all services have been performed under this Agreement.
22. Debarment. By signing this Agreement, Coordinator certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declare ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of 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 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 charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Coordinator agrees to notify School Board within 30 days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations or terminations as described in paragraph 18(a) - (d) above, with respect to Coordinator or its principals.

23. Public Records. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records and other writings made or received by the parties.

IF COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-336-6500; jeremy.bunkley@myoneclay.net; CLAY COUNTY SCHOOL BOARD, ATTN: INFORMATION SERVICES, 900 WALNUT ST, GREEN COVE SPRINGS, FL 32043

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

ATTEST (WITNESS):

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By: Sheila Garn
Print Name: Sheila Garn
Title: Coordinator of Health Benefits

By: [Signature]
Addison Davis
Superintendent

Date Approved: 4/9/18

ATTEST (WITNESS):

MFB FINANCIAL, INC., DBA THE BAILEY
GROUP

By: Joan B Thornton
Print Name: Joan B. Thornton
Title: Administrative Assistant

By: [Signature]
Print Name: MARK F. BAILEY
Title: President



School Board of Clay County

March 1, 2018 - Regular School Board Meeting

Title

D7 - Proposed Third Party Administrator ("TPA")/Benefit Consultant with The Bailey Group; Replacing current TPA Agreement with AON Hewitt

Description

The School District obtains a Third Party Administrator/Benefit Consultant to provide scope of services listed but not limited to the following: Analysis of current Employee Benefit program, Procurement Assistance, Implementation, Transition and on-going Administrative support, Actuarial services, Health Care Reform and HIPAA compliance assistance.

Gap Analysis

TPA Commissions for calendar year 2017 were approximately \$517,000.00. Piggybacking off St. Johns County School District RFP#2017-23 could generate a lower commission cost.

Previous Outcomes

Aon Hewitt has served as the TPA consultant of record for approximately fifteen (15) years, and earns commissions from the Insurance Carriers based on the amount of payments from the District to the carriers on a monthly basis.

VENDOR NAME	COVERAGE TYPE	AMOUNT PAID BY CARRIERS TO AON HEWITT FOR 2017
Delta Dental	2 Dental Plans	\$224,801.11
Humana	Vision	\$44,909.67
Kemper	Medical Gap	\$13,270.28
Liberty Mutual	Vol & Basic Life/AD&D/Plan B Disability	\$93,108.81
Liberty Mutual	Short Term Disability	\$44,133.09
Liberty Mutual	Long Term Disability	\$24,933.36

UnitedHealthcare 3 Medical Plans \$72,014.08

TOTAL \$517,170.40

Expected Outcomes

The Board to approve termination of the current Consulting Agreement with Aon Hewitt and enter into an agreement with The Bailey Group, piggybacking off St. Johns County School District RFP#2017-23.

Strategic Plan Goal

The District ensures fiscal responsibility and equitable distribution of resources.

Recommendation

The Board to approve termination of current Agent Agreement with Aon Hewitt and authorize the Superintendent to negotiate and execute an agreement from piggybacking off St. Johns County School District RFP#2017-23.

Contact

Dr. Susan Legutko; Assistant Superintendent of Business Affairs; (904)336-6721; Susan.Legutko@myoneclay.net

Financial Impact

Cost paid out of Insurance Commissions not to exceed \$250,000.00 annually.

Review Comments

Attachments

[2017-23-RFP SJCSD.pdf](#)

[2017-23-Board-Approval.pdf](#)