

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240157
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
May 2, 2024
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: 4/9/2024

Name of Contract Initiator: Bertie Staefe for Insurance Department Telephone #: 336-6736

School/Dept Submitting Contract: Business Affairs/Insurance Department Cost Center # 9050 / 9053

Vendor Name: The Bailey Group an NFP Company

Contract Title: Service Agreement - Insurance-Benefits Brokerage/Consulting Services

Contract Type: New Renewal Amendment Extension Previous Year Contract # 180373/210085/220117/ 230134

Contract Term: June 1, 2024 - May 31, 2028 Renewal Option(s): AUTO RENEW for up to 4 additional years

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

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) - **When using the Addendum A, 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)

_____ Release and Hold Harmless (If Applicable)

RECEIVED
By Bertha Staefe at 4:30 pm, Apr 09, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	FDOE Rule 6A-1.012 (15) Third-Party Admin SBCC Addendum A
Review Date REVIEWED By Bertha Staefe at 4:31 pm, Apr 09, 2024	
School Board Attorney JPS	Approved.
Review Date 4/11/24	
Other Dept. as Necessary	
Review Date	

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS **APPROVED**
By Bertha Staefe at 3:46 pm, Apr 11, 2024

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this 1st day of June 2024, (“Effective Date”) by and between the School Board of Clay County, Florida (the “Client”), and The Bailey Group, an NFP Company. (“NFP”). It is agreed by and between the parties hereto as follows:

- A. APPOINTMENT OF NFP. The client has appointed NFP as its broker of record for health and welfare plans and other life, accident and voluntary insurance policies procured from various insurance companies by NFP on behalf of Client. In consideration of the premiums paid under those policies and the commissions earned by NFP and paid by the insurance companies, NFP has agreed to perform services as described in Schedule A on behalf of the Client pursuant to the terms of this Agreement.
- B. SERVICES OF NFP. During the term of this Agreement, and at the Client’s request, NFP has agreed to provide the services as listed in Schedule A.
- C. OPERATING EXPENSES. Client agrees to pay all its own operating expenses not outlined in Schedule A.
- D. CLIENT RESPONSIBILITIES. Client agrees to:
1. Disclose and provide all information reasonably necessary for NFP to provide the Elected Services as soon as administratively possible.
 2. Verify correctness of all data associated with Elected Services in writing.
 3. Execute a service agreement, if applicable, with the selected vendor to provide the Elected Services.
- DI. TERM AND TERMINATION.
1. Term of Agreement. This engagement shall be in force for an initial term commencing on Effective Date and ending on May 31, 2028, (the “Initial Term”) and thereafter this engagement shall automatically continue for successive twelve (12) month periods (each a “Renewal Term”, and together with the Initial Term, the “Term”) for a maximum of four additional years.
 2. Termination of Agreement. This Agreement may be terminated:
 - a. During the term, by either party upon issuance of written notice to the other party in the event of a breach of any material term of this engagement, which breach is not remedied within thirty (30) days following written notice thereof. Such written notice shall include a detailed description of occurrence and potential remedies for addressing the breach.
 - b. At the conclusion of the initial term ending May 31, 2028, this contract can be terminated by either party for any reason upon with (90) days prior written notice to terminate the engagement.
- DII. FEES AND COMPENSATION.

NFP is proposing a compensation agreement not to exceed \$375,000 annually. This compensation is derived from carrier fees or commission(s) and will be reconciled annually to ensure compliance. This fee excludes sums paid by supplemental insurance carriers. No portion of the

compensation is refundable except as required by law. The service fee is fully earned at the commencement of the term.

G. CONFIDENTIALITY.

1. All Confidential Information (as defined below) of one party disclosed to the other party hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion, and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no event less than reasonable care. The receiving party will limit access to Confidential Information to its personnel with a need to know such Confidential Information and will instruct such personnel to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (a) to the extent necessary to comply with any law, rule, regulation, legal process or ruling applicable to it, (b) to the extent necessary to enforce its rights under this agreement and (c) to the extent necessary to perform the Elected Services. Upon the written request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession (other than archive data copies or information that is embedded within the computer hardware or other technical systems used to perform the services hereunder, and in accordance with internal document retention policies and procedures for legal, compliance or regulatory purposes). For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including trade secrets, provided by the disclosing party to the receiving party for use in connection with the Elected Services which is marked as confidential or reasonably should be known as confidential in light of the circumstance. However, Confidential Information does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Notwithstanding the foregoing, NFP may use Client's and its employees' information for purposes other than the performance of the services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data.
2. NFP has implemented administrative, technical, physical, and organizational measures to help ensure the security and confidentiality of any personally identifiable information or proprietary data received in connection with the services. The security measures will be in material compliance with applicable data protection law. In performing the services, NFP will comply with all applicable local, state, and federal laws and regulations pertaining to protection of personally identifiable data, privacy, and security.
3. NFP further acknowledges and understands that to the extent it receives Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") while performing Elected Services, then in order to safeguard

PHI from inadvertent and/or unauthorized disclosures, NFP and Client will enter into a standard Business Associate Agreement.

- H. LIMITATION OF LIABILITY. Under no circumstances will NFP be liable for indirect, incidental, consequential, or exemplary losses and damages, whether foreseeable or not, such as, but not limited to, damages arising from loss of or denial of benefits, overcharges of vendor premiums, loss of revenue, data, or anticipated profits, or lost business irrespective of whether such damages were incurred by Client due to negligent act, willful misconduct or omission, breach of contract, breach of warranty, negligence, strict liability, misrepresentation or other torts. NFP's aggregate liability for any and all damages hereunder shall not exceed the amounts received by NFP under this arrangement in the six (6) months prior to the event occurring for which Client seeks damages from NFP.

NFP shall not be liable for any delay in performance or failure to perform caused directly or indirectly by fire, explosion, accident, flood, labor trouble, weather condition, any regulation, rule or act of any government or governmental agency, act of God, armed conflicts, civil commotion or any other cause or damage that is beyond the reasonable control of NFP or any of its sources or could not reasonably have been foreseen.

I. MISCELLANEOUS.

1. Governing Law; Dispute Resolution. This Agreement is made under and shall be governed by the laws of the State of Florida as if fully performed therein. Before commencing formal legal proceedings in connection with this Agreement or the engagement for service, the parties agree to use good faith efforts to informally resolve any disputes arising hereunder for a period of no less than thirty (30) days. Any dispute or controversy between the parties relating to or arising out of this Agreement or any amendment or modification hereof, or any other claims between the parties shall be determined by confidential arbitration in St. Augustine, FL, under the auspices of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act; provided however, that any action to compel or stay arbitration, for any dispute regarding the arbitrability of a claim relating to or arising under this Agreement, or an action seeking injunctive relief under this Agreement may be brought in any state or federal court of competent jurisdiction. The parties acknowledge and agree that in connection with any proceeding, hereunder, including arbitration, they are waiving their right to trial before a court and/or jury.
2. Entire Agreement; Interpretation; Amendment; Assignment. This Agreement document contains the entire agreement and understanding of the parties, with respect to the subject matter herein; there exist no other agreements, whether oral or written and this supersedes any prior written or oral agreements between the parties. If any court of competent jurisdiction finds any provision of these terms and conditions invalid, illegal, or unenforceable, such provision shall be severed, and the remainder of the terms and conditions shall remain valid and enforceable. These terms and conditions may only be altered, waived, modified, or terminated in writing, signed, and delivered by an authorized representative of each of the parties. This Agreement may not be assigned by a party without the prior written consent of the other, however, NFP may assign this document to an affiliate upon written notice to Client.

3. Standard of Care. NFP may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with state regulations, as to the nature and extent of the services to be provided hereunder. Additionally, NFP shall be held to the same standard of care that would apply for services performed by like insurance brokers/consultants under similar circumstances.
4. Disclaimer. NFP disclaims any undertaking to provide accounting, legal, or tax consultation services or advice. NFP will not be responsible for any of the following: (i) errors or omissions by Client, any Plan representative or fiduciary, or their respective officers, director, agents, and employees; (ii) failures, errors or omissions by Client or NFP's vendors, or their respective officers, directors, agents, and employees; (iii) failure by any party to provide any required or necessary information or data to NFP on a timely basis as necessary or appropriate for the performance of NFP's services under this Agreement; and (iv) any privacy violations committed by Client or NFP's vendors, or the respective officers, directors, agents, and employees thereof.

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 stated herein.

[END OF TEXT; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

The Bailey Group, an NFP Company

By: Sabrina M Abare, SVP, Account Management Name

Signature

Date CLIENT:

School Board of Clay County, Florida

By:

Name

Signature

Date

Schedule A: Scope of Services
Included in proposed fees unless otherwise noted.

SCOPE OF SERVICES

If any services, functions, or responsibilities not specifically described are necessary for the proper performance and provision of the agreement, they shall be deemed to be implied by and included within the scope of services to the same extent and in the same manner, described herein.

Consulting Services
NFP will continually assess the current strategic plan and alignment with the District’s organizational objectives.
NFP provides brokerage and consulting services for all core and voluntary benefits, including Medical, Dental, Vision, Life, Short- and Long-Term Disability, and all worksite benefits.
NFP evaluates and monitors the capabilities of each included provider. NFP will perform a market study and present benefits options for all lines of coverage including issuing competitive solicitations and bidding/quoting/negotiating all lines of coverage as directed by the Insurance Committee and approved by the School Board yearly or as needed, to be presented to the Insurance Committee for review and recommendation to the School Board.
NFP shall identify and provide a dedicated account manager. The account manager shall be present for scheduled Insurance Committee meetings, as well as any special school scheduled meetings outside of any regular cadence.
NFP will execute benchmarking comparisons of programs with like industry, location, and size.
Financial Services
NFP will provide a monthly detailed financial summary/claims review. NFP will also provide additional financial reports, usage reports, and special analyses periodically.
NFP will monitor large medical and pharmacy claims, all approved stop loss reimbursements and denials.
NFP will provide an overview of all rates, including COBRA rate development.
NFP will provide IBNR calculation and analysis annually.
NFP will review and approve the details for policies submitted by the District’s insurance providers to ensure the base for billing is correct and financial contract terms are enforced.
NFP will provide ongoing rebate monitoring and confirmation.
NFP will prepare billing and backup files for monthly stop loss payment, for the District’s final review.
NFP will continue to sponsor and support the School Board’s “Tools 4 Clay Schools Store” as well as related events in coordination and partnership with the Clay Education Foundation.
Communications/Employee Engagement

During the annual Open Enrollment and enrollment for New Hires, NFP shall provide a sufficient number of enrollment counselors to meet with eligible employees, if needed as well as provide additional staff for site and/or virtual visits for multiple locations during open enrollment, if needed.

NFP will prepare approved annual benefits guide inclusive of all benefits that may be provided electronically to active, retiree, and COBRA participants. The annual benefit guide will include all core and voluntary benefits brokered by NFP, eligibility rules, instructions for utilizing carrier website and online enrollment, current enrollment information and dates, and other information as determined by the District.

NFP will assist with information for the District's benefits website, providing up-to-date information on all benefits programs under this contract. This includes attending weekly benefits administration calls with the vendor.

NFP will participate and assist in providing educational programs, as agreed upon between NFP and the District, for all employees to make them aware of their benefits and to help contain costs.

NFP will be responsible for developing and providing the Plan Documents. They will also provide access to summary booklets, identification cards, and enrollment forms for life, medical, dental, vision, hospital indemnity, and disability insurance.

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

Compliance and Legislative Support

NFP will provide in-depth compliance checklist review and assistance annually, and ongoing as legislation changes.

The District shall arrange for the annual actuarial certification that be submitted to the Insurance Commissioner's office by the date determined by the actuary. It shall be NFP's responsibility to provide the District's actuarial firm with the correct data necessary for the certification of the District's self-funded medical and pharmacy plans.

NFP will provide HIPPA compliance assistance and certification.

NFP will provide access to internal resources which include compliance updates, podcasts, webinars, compliance attorney support, and electronic toolkits for various compliance items.

Plan Administration/Daily Support

NFP will provide all services necessary to communicate, enroll, and administer the plans beginning with the 2024 plan year. NFP will be available to meet with participants as needed and requested by the District.

NFP will provide appropriate education, training, and analytics to the District's Insurance Committee to ensure informed and intelligent decision-making.

NFP shall identify an account management team to assist plan members through customer service issues, including claims questions and eligibility issues. NFP shall provide any necessary training for the service team.

NFP will assist the District with the implementation of file feeds between plan vendors and the District benefits administration system.

NFP will assist in reconciling payroll deduction reports provided by the District’s Payroll Department and will identify discrepancies (amounts not deducted, incorrect amounts deducted, etc.) for all insurance-related benefits upon request.
NFP will provide ongoing assistance with benefits administration marketing, selection and implementation. NFP will fully subsidize or provide tech credits toward the benefits administration cost.
NFP will manage District relationships with carriers, including managing vendor performance, accountability and communication lines.
NFP will provide overall Human Resources assistance, including assistance with policies and procedures support, if needed.
Well-Being and Engagement
NFP shall identify a Well-Being and Engagement Consultant to work with the District’s Wellness Coordinator for anything wellness related.
NFP’s Well-Being and Engagement Consultant will provide program consulting, strategic support, data analysis and review, and wellness vendor research and support.
NFP will provide wellness tools, resources, and access to virtual wellness programs.
NFP will work with the District to ensure wellness program compliance.

End Scope of Services, Please see Addendum B

Addendum B – Year-Round Planning and Activity Calendar

<p style="text-align: center;">Ongoing Services</p> <p>As an NFP client, you are continuously supported by comprehensive services that form the foundation underlying every step of our start up and ongoing benefits cycle processes. These services are a natural outgrowth of NFP's analytical, year-round consulting approach, detail orientation, underwriting expertise, technical proficiency, and client focus. NFP will provide ongoing support on a wide variety of issues with a dedicated team.</p>
<p>Review of Administration Resources</p> <ul style="list-style-type: none">- Current processes- Internal capacity and expertise- Assess need for outsourced vendors - including communication, eligibility maintenance, enrollment and call centers- Assist with technology solutions - self-serve, carrier portals, eligibility maintenance- Communication materials- Website utilization
<p>Financial Monitoring</p> <ul style="list-style-type: none">- Evaluate financial impact of plan modifications- Review utilization and claim experience, including high claimant activity- Identify plan trends- Monitor claim activity compared to budget
<p>Assist and Assess Administration/Outsourcing</p> <ul style="list-style-type: none">- Assess current resources/technology- Develop cost efficient administration processes and/or technology solutions for: -- Billing/eligibility- Communication- Web Enrollment
<p>Vendor Management</p> <ul style="list-style-type: none">- Manage vendors proactively, to maximize service- Assist in establishment of service standards- Work with client/vendors to resolve complex issues- Stay abreast of available service advancements and alternatives
<p>Regulatory Compliance</p> <ul style="list-style-type: none">- Provide proactive updates on regulatory changes/developments via written communications, email bulletins and educational webcasts- Provide compliance assessments and assist in developing and implementing action plans aimed at resolving compliance deficiencies- Provide user-friendly tools to help meet compliance requirements- Review policies, procedures and documents including:- Plan Documents- Summary Plan Descriptions- Section 125 documents- Health Care Reform
<p>Wellness Program Strategy and Design</p> <ul style="list-style-type: none">- Increase employee knowledge and education

- Design a customized yearly communications calendar aimed at educating and changing behavior
- Ensure all carrier resources are being fully utilized
- Advise on implementation of active health management programs
- Assist in designing a participation incentive plan
- Assist in creating participation-oriented program modules
- Coordinate measurable activities such as HRA/biometric screenings
- Introduce financial accountability-based health management program
- Tie employee cost share to wellness goals
- Design measurable program goals
- Create a ROI equation
- Coordinate program with carrier and onsite wellness coordinator
- Assess need for third party wellness vendors

Mid-Year Services

Mid-Year Strategic Planning

- Evaluate current financial performance, funding and contribution strategies
- Review utilization data
- Conduct a renewal projection
- Conduct a Health Care Reform evaluation
- Compare actual plan designs and costs to benchmark data
- Evaluate results of plan changes and vendor changes
- Critique/assess vendor performance
- Review/update compliance changes
- Discuss benefit/marketplace trends including:
- Product portfolio
- Consumerism
- Wellness initiatives
- Voluntary products
- Validate, reassess and update strategic goals/objectives

Reporting

- Develop a comprehensive report covering current costs, plan designs, benchmarking, observations and identified areas of opportunity related to:
- Medical coverage - plan design, network discounts, access and financial arrangements
- Pharmacy - plan design, PBM discounts, carve-in or carve-out approach
- Employee contributions and the overall current strategy
- Dental - plan design, network discounts and financial arrangements
- Life - basic program and optional buy-up programs, participation and guarantee issue levels, Executive life and disability insurance (if applicable)
- Short- and long-term disability - basic and buy-up programs, state mandated benefits, taxability of benefits
- Voluntary products
- Health Care Reform risk analysis
- COBRA administration
- FSA administration

<ul style="list-style-type: none"> - Benefit technologies - Employee assistance programs - Disease management programs - Wellness programs - Overall benefits communication to employees - Annual benefit statements (if applicable) - Consumer Driven Health Plans, including HRA/HSA - Vision benefits - Retiree programs - Plan eligibility rules including waiting periods, student age, leave provisions, domestic partners, etc.
Pre-Renewal
<p>Create Strategic Plans</p> <ul style="list-style-type: none"> - Establish short- and long-term goals - Prioritize goals - Develop target timeline for achieving objectives
<p>Renewal/Market Survey</p> <ul style="list-style-type: none"> - Analyze demographics, utilization and current plans designs - Prepare detailed request for proposals - Conduct comprehensive market survey - Act as liaison/advocate through the RFP process - Ensure RFP responses are accurate and competitive
<p>Explore/Evaluate Options</p> <ul style="list-style-type: none"> - Develop detailed carrier/administration vendor RFPs - Act as liaison/advocate through the RFP process - Ensure RFP responses are accurate and competitive - Evaluate carrier/vendor responses for each line of coverage relative to: <ul style="list-style-type: none"> - Pricing; Rating/underwriting methodology - Plan of benefits, Funding mechanisms, Performance and rate guarantees - Provider access, Employee disruption, Implementation considerations, Technology - Administration; Communication/enrollment capabilities - Stability and solvency
Renewal
<p>Market Survey Analysis and Presentation</p> <ul style="list-style-type: none"> - Secure in-force renewals - Evaluate/negotiate renewal and proposals relative to: <ul style="list-style-type: none"> - Your organizational objectives - Pricing - Rating/underwriting methodology - Financial funding alternatives - Plan of benefits - Cost management - Carrier reporting capabilities

- Provider access
- Employee disruption
- Implementation considerations
- Account management
- Performance and rate guarantees
- Funding mechanisms
- Communication/enrollment capabilities
- Technology
- Stability and solvency
- Assess funding and plan design options
- Prepare and present renewal/market comparisons

Present Findings/ Alternatives

- Prepare comprehensive report including:
- Current cost summary
- Alternative cost summary
- Plan of benefits comparison
- Employee/provider disruption analysis
- Carrier/vendor financial rating
- Present alternatives aligned with employer objectives

Support Decision-Making

- Provide additional information and clarify findings as needed
- Conduct follow-up and negotiate with vendors
- Facilitate finalist presentations (as applicable)
- Secure vendor references

Plan/Vendor Selection

- Prepare and present a comprehensive report that considers all of the aspects listed above and details the alternatives most consistent with your objectives
- Provide summary information designed to help decision making including:
- Medical - current cost summary
- Financial alternatives/comparisons - insurance, self-funding, stop loss, carve-in vs. carve-out approaches
- Alternative vendor cost summary
- Plan design/plan of benefits comparison
- Network analysis/employee disruption considerations
- Performance and rate guarantees

Coordinate Program Implementation

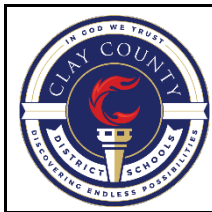
- Manage applicable vendor transitions
- Develop detailed project plans including:
- Enrollment
- Administration
- Communication
- Facilitate administrative solutions, enrollment testing
- Create employee communication strategy and collateral including new technology initiatives, preparation/review of all employee materials
- Conduct enrollment meetings

Employee Communications Review and Design

- Assist establishing communication strategies including use of newer technologies
- Review employee communications materials such as:
 - Annual enrollment communications
 - New hire materials
 - Plan change announcements
 - Employee newsletter articles
- Assist in the development of language as warranted
- Develop a year-round, customized employee communication campaign
- Assist with implementation of annual personalized benefit statements, upon request
- Implement and manage benefits landing page

Post-Renewal**Post Implementation Review**

- Review plan documents/contracts/booklets and manage revision process
- Confirm accurate premium/fee billing
- Evaluate financial impact of final enrollment
- Appraise carrier/vendor performance



"ADDENDUM A" **TO CONTRACT WITH** **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "CONTRACTOR".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter “Confidential Information”). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR’s facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR’s duties under this Agreement, and will specifically:
 - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement (“Agreement Data”) which come within the definition of a “public record” under Chapter 119.
 - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR’s possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC’s information technology systems.
 - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District’s duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):
 - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]
 - b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

CONTRACTOR’s failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC’S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC’S Representative with CONTRACTOR is: _____

School/Department Name: _____

Mailing Address: _____

Phone #: _____ Email Address: _____

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor (“Contractor”) represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the “Board” or “District”), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an “Employee” as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor’s election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: _____

Printed Name

Title of Authorized Representative

Signature: _____

Date: _____

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: _____

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME _____). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY _____) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY _____) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Signature

Company Name