

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Gallagher Benefits Services, Inc. (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from: (insert dates – contract may be for a school year)

January 1, 2019 to December 31, 2019.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

Exhibit A: Compliance Consulting; Exhibit B: Wellness Program Consulting;

Exhibit C: Medical Administrative Services Only (ASO) Contract;

Exhibit D: Consulting for Stop Loss RFP for Medical and Rx Services;

Exhibit E: Voluntary Benefits Evaluation Report

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit "A-E"* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

School Board shall pay Contractor the sum of \$ NTE \$91,750.00 to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

See Exhibits A, B, C, D and E for Services and Costs.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " F "*:

☒ **General Liability Insurance**

Amount: \$1,000,000.00

☐ **Professional Liability Insurance**

Amount: _____

☐ **Vehicle Liability Insurance**

Amount: _____

☐ **Workers Compensation Insurance**

Amount: _____

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The

Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

8. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

9. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

10. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

Notwithstanding any other provision of this Contract, Contractor shall only be liable for actual damages incurred by MCSB, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this contract, if any, of Contractor to MCSB for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

11. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
 - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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;
 - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

12. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board

in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

13. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

14. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

15. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.
 - (b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
 - (d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon
- Rev 2/2017

request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Records@KeysSchools.com) OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).

16. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

17. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

18. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

19. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

20. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

21. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

22. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

23. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

Gallagher Benefit Services, Inc.:
Jeff Reagan, Area Senior Vice President
Gallagher Benefit Services
2255 Glades Rd. Suite E200
Boca Raton, FL. 33431

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:

IN WITNESS WHEREOF, the parties have executed this Contract on this _____ day of

_____, _____.

SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

DATE

SIGNATURE OF SUPERINTENDENT

DATE

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

12/3/18
DATE

JEFFREY P. ANGELLO, AREA PRESIDENT
PRINT NAME AND TITLE

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, JEFFREY P. ANGELLO, AREA PRESIDENT, of the City/Township/Parrish of Lighthouse Point, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: _____ and Nature of services presently being offered to School District: Compliance Consulting

2) I have ____ have not X, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

- a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.
b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

12/3/18
Date

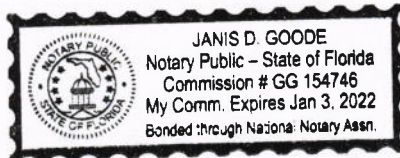
[Signature]
(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jeffrey P. Angello who, ✓ being personally known, ____ or having produced ____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 3rd day of December 2018.

[Signature]
NOTARY PUBLIC

1/3/22
My commission expires:



Monroe County School Board Request for Compliance Consulting

The Administration has had a long relationship with Gallagher Benefit Services, Inc. and has relied on their advice and guidance on compliance matters for their medical benefits plans. This guidance has been particularly important in the wake of the Affordable Care Act and other state and local changes.

For the purpose of this project, the Administration has requested that Gallagher Benefit Services, Inc. utilize our vast compliance resources and experience to insure that the School Board's benefit programs meet or exceed federal, state and local regulations associated with the Board's benefit programs and employment practices. The School Board recognizes that this compliance project is limited to consulting only and that Gallagher in no way offers professional legal advice. Gallagher is open to working with the Board's internal counsel upon request.

Projected Scope of Work

The Scope of Work to be provided for this project shall include, but not limited to the following tasks:

- Provide day-to-day technical support to answer questions specifically related to the School Board's welfare benefit plans
- Perform an annual compliance review
- Provide assistance with Affordable Care Act compliance, including but not limited to education and consulting on required plan changes, employee tracking, and the School Board's reporting and disclosure obligations
- Provide periodic legislative updates, including Technical Bulletins, Webinars and Newsletters
- Evaluate plan design to assist with compliance with state and federal legislation/regulations
- Review benefit plan documents, including summary plan descriptions, certificates of coverage, employee summaries, and policies/procedures to ensure compliance with state and federal legislation/regulations
- Attend up to four (4) in-person meetings per year, upon request
- Conduct up to four (4) seminars/webinars per year, upon request, on benefits-related topics
- Assist with the review and evaluation of benefits policies and procedures, including HIPAA, COBRA, Affordable Care Act
- Provide general information and guidance to assist with compliance with state and federal laws that directly impact the administration of welfare plan benefits, including but not limited to Internal Revenue Code, FMLA, USERRA, Medicare
- Provide template and/or sample compliance notices for the School Board's use
- Facilitate legal opinion letters on matters related to the School Board's welfare benefit plans as reasonably requested by the School Board
- Any other compliance-related services that relate to the School Board's welfare benefit plans as mutually agreed to by the School Board and Gallagher

Fees and Compensation for Services

Gallagher will provide the Compliance Services described above for an annual fee of \$20,000. Services will be performed by one of our in-house counsels and/or a member of our regional compliance team. Any services in addition to the above would have to be mutually agreed upon and priced separately.

We are willing to work with the School Board on the type and method of payment of these project fees.

Gallagher will not commence work on this project until approved by the Administration.

IN ACCEPTANCE OF THE SCOPE OF WORK, the Administration of the Monroe County School Board shall be signed by the Finance Director, after execution by Gallagher Benefit Services and this Scope of Work be effective as of the date of execution by the Finance Director.

Monroe County School Board:

Date: _____

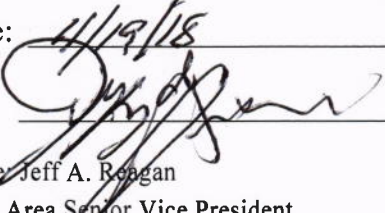
By: _____

Name: _____

Title: _____

Gallagher Benefit Services:

Date: 4/19/18

By: 

Name: Jeff A. Reagan

Title: Area Senior Vice President

CORE Consulting Package

PROJECT FEES: DETAILED BELOW

Wellbeing resource inventory	<ul style="list-style-type: none"> Onsite 1.5 hour meeting to gather information from stakeholders about wellbeing resources at your worksite using Gallagher's proprietary resource inventory Onsite 1 hour meeting to review the resource inventory report with a summary of current resources, opportunities for added resources, and recommendations around building employee awareness and engagement in the resources
Wellbeing strategy benchmarking (industry specific)	<ul style="list-style-type: none"> Annual report highlighting trends in the wellness industry and how other employers are designing and implementing wellbeing strategies
Program compliance review and updates	<ul style="list-style-type: none"> Annual review of your wellness strategy and compliance regulations Updates on changes to the rules and regulations
Annual meeting with wellbeing strategy committee, team, or champions (including 4 quarterly calls)	<ul style="list-style-type: none"> Onsite meeting with any individual(s) that develop and implement the wellbeing strategy
Annual mid-year planning or client service plan meeting with the Gallagher team and your leadership team	<ul style="list-style-type: none"> Onsite meeting to review your overall benefits, total rewards strategy, and organizational objectives with recommendations on integrating and aligning your wellness strategy
Annual review of claims and other available wellbeing data	<ul style="list-style-type: none"> Annual review of your health insurance claims data using carrier reporting and/or Gallagher's Insider reports Annual review of any additional aggregate reporting available Programming recommendations provided based upon data reviewed
Annual employee interest survey administered online	<ul style="list-style-type: none"> Development and implementation of an employee survey (interest or evaluation) one time per year using Gallagher's Qualtrics survey tool Review of data collected from survey with programming recommendations
Basic 3 year strategy	<ul style="list-style-type: none"> Development of employee wellbeing & engagement 3-year strategy and operations plan

CORE Consulting Package includes all BASIC Consulting services and 70 hours of consulting support from the Wellbeing & Engagement team and approximately 5 hours of consulting support from a Regional Practice Leader.

BASIC Consulting Package

INCLUDED

Initial wellbeing strategy discovery meeting	<ul style="list-style-type: none">• Onsite 1 hour meeting to review current strategy, resources and discuss opportunities
Review of carrier wellness resources	<ul style="list-style-type: none">• Information about insurance carrier services, programs, tools available to employees – both as a value-add and as a buy-up option• Guidance on integrating these resources into your overall wellbeing strategy
Wellbeing tools	<ul style="list-style-type: none">• Monthly newsletters and coordinating posters• Access to Gallagher Employer Wellbeing Website with monthly activities• Gallagher Wellbeing & Engagement Toolkit and Resource Guide• Health Fair planning guide and toolkit including resource with ideas and potential vendors

BASIC Consulting Package includes approximately 5 hours of consulting support.

YOUR GALLAGHER WELLBEING & ENGAGEMENT TEAM

**LEAD WELLBEING CONSULTANT FOR MCSD
KATE SIANO, CWC**

**WELLBEING SPECIALIST/CLIENT MANAGER FOR MCSD
JOHN HUGHES, MS**

**WELLBEING & ENGAGEMENT PRACTICE LEADER, EASTERN REGION
KATHLEEN SCHULZ, MS**

PROPOSAL PRICING:

CORE CONSULTING \$19,500

TOTAL PROJECT FEES: \$19,500

Monroe County School Board Request for ASO Proposal Project

The Administration has had a long relationship with Florida Blue over the years as their administrator of their medical benefits plans. It is sound business practice to go out to bid at least once every five years to examine other potential opportunities within the marketplace. Monroe County Schools resides within a unique service area with a limited number of medical providers as well as insurance carriers that could adequately administer benefits for the entire employee population throughout the county.

For the purpose of this project, the Administration has requested that Gallagher Benefit Services, Inc. utilize our many years of self-funded experience to develop an RFP for Administrative Services Only or ASO on behalf of the School Board. The goal of the project is to identify a carrier partner capable of providing a high level of service to School Board staff and their covered dependents. The Administration has requested that Gallagher Benefit Services develop an RFP, work with Purchasing as required and to conduct a detailed review of the proposals received.

Scope of Work

The Scope of Work to be provided for this project shall include, but not limited to the following tasks:

- Develop an Administrative Services Only (ASO) RFP for medical benefits administration on behalf of the employees and covered dependents of Monroe County Schools and submit the draft to Purchasing for review and distribution to vendors and/or carriers licensed to operate within Monroe County, Florida.
- Assist Purchasing to respond to any carrier/vendor questions as needed during the initial RFP process.
- Review proposals under the following major criteria:
 - Depth of the provider network throughout Monroe County by conducting a disruption study.
 - Actuarial review of network provider fee structure to ascertain which carrier/vendor offers the best financial arrangements throughout the length of the agreement.
 - Review of carrier/vendor's ability to provide a high level of member services.
 - Review of carrier/vendor's medical case review and utilization management
 - Qualitative review of the overall responses to the questionnaire to gauge the overall offering including ASO fee comparison.
 - Review of sample ASO contract.
- Provide a summary to the Health Insurance Committee and/or their selection committee for their review. Make available consultant and staff to present the findings if required and to respond to any written requests from the Committee or Staff.

Proposed Fees and Deliverables

The fee for this project shall not exceed a combined total of 85 hours based on hourly rates for the various disciplines listed in our Annual Scope of Consulting Services. We are willing to work with the School Board on the type and method of payment of these project fees.

Delivery of the summary of proposals shall be no later than April 1st, 2019 and assumes approval by the Administration no later than June 1th, 2019.

Hourly Rate Schedule

Optional services that will utilize the hourly rate schedule require the use of a proposal. Each proposal will detail the specific scope of services, assigned team members, completion time, projected hours and hourly rate. Proposals may be used to modify tasks related to RFP and Optional Services as detailed above.

Position / Title	Name of Employee	Hourly Not to Exceed Rate
Lead Consultant	Jeff Reagan	\$285.00
Account Executive	TBD	\$270.00
Underwriter	Nic Vivonetto	\$225.00
Actuary	Glen Volk	\$310.00
Compliance Attorney	Paul Hebert, JD	\$285.00
Technical Consultant	Varies by Project Need	\$170.00

Gallagher will not commence work on this project until approved by the Administration. Thank you for your continued support and consideration.

IN ACCEPTANCE OF THE SCOPE OF WORK, the Administration of the Monroe County School Board shall be signed by the Finance Director, after execution by Gallagher Benefit Services and this Scope of Work be effective as of the date of execution by the Finance Director.

Monroe County School Board:

Date: _____

By: _____

Name: _____

Title: _____

Gallagher Benefit Services:

Date: 11/13/18

By: 

Name: Jeff A. Reagan

Title: Area Senior Vice President

Monroe County School Board Request for Medical & Pharmacy Stop Loss Coverage

The Administration has had a long relationship with Florida Blue over the years as their administrator of their medical benefits plans. For a number of years, the stop loss was provided through Florida Blue. In 2013, the stop loss coverage went out to bid and Voya was selected. It is sound business practice to go out to bid at least once every five years to examine other potential opportunities within the marketplace.

For the purpose of this RFP project, the Administration has requested that Gallagher Benefit Services, Inc. utilize our many years of reinsurance experience to develop an RFP for Medical and Pharmacy Stop Loss to limit the excess risk to the School Board in conjunction with their medical and pharmacy carriers. The goal of the project is to identify a carrier partner capable of providing a high level of service to the School Board as it relates to the timely and accurate reimbursement of stop loss claims throughout the term of the agreement. Gallagher Benefit Services will work with the Administration to develop an RFP within the framework established by Purchasing and to conduct a detailed review of the proposals received.

Projected Scope of Work

The Scope of Work to be provided for this project shall include, but not limited to the following tasks:

- Develop an RFP for medical and pharmacy stop loss insurance on behalf of Monroe County Schools and submit the draft to Purchasing for review and distribution to vendors and/or carriers licensed to operate within Monroe County, Florida. We will assist in providing a listing of applicable companies if requested.
- Assist Purchasing to respond to any carrier/vendor questions as needed during the ongoing RFP process.
- Review proposals under the following major criteria:
 - Review and report on the financial stability of the proposing stop loss carriers.
 - Review of the fee structure to ascertain which carrier offers the best financial arrangement for the School Board throughout the length of the agreement.
 - Review of carrier/vendor's ability to provide a high level of accurate and timely claim payment.
 - Insure that the proposing carriers recognize and accept the underlying benefit plans' coverages, exclusions and limitations offered to School Board employees and their covered dependents as their basis of reimbursement.
 - Review of carrier/vendor's medical claim review and payment policies and practices.
 - Qualitative review of the overall responses to the questionnaire to gauge the overall offering.
 - Review of sample of stop loss contract and report findings.
- Provide a summary to the Health Insurance Committee and/or their selection committee for their review. Make available consultant and staff to present the findings if required and to respond to any written requests from the Committee or Staff throughout the process.

Proposed Fees and Deliverables

The fee for this project shall not exceed a combined total of 65 hours based on hourly rates for the various disciplines listed in our Annual Scope of Consulting Services. We are willing to work with the School Board on the type and method of payment of these project fees.

Delivery of the summary of proposals shall be no later than April 1st, 2019 and assumes approval by the Administration no later than June 1th, 2019.

Hourly Rate Schedule

Optional services that will utilize the hourly rate schedule require the use of a proposal. Each proposal will detail the specific scope of services, assigned team members, completion time, projected hours and hourly rate. Proposals may be used to modify tasks related to RFP and Optional Services as detailed above.

Position / Title	Name of Employee	Hourly Not to Exceed Rate
Lead Consultant	Jeff Reagan	\$285.00
Account Executive	TBD	\$270.00
Underwriter	Nic Vivonetto	\$225.00
Actuary	Glen Volk	\$310.00
Compliance Attorney	Paul Hebert, JD	\$285.00
Technical Consultant	Varies by Project Need	\$170.00

Gallagher will not commence work on this project until approved by the Administration. Thank you for your continued support and consideration.

IN ACCEPTANCE OF THE SCOPE OF WORK, the Administration of the Monroe County School Board shall be signed by the Finance Director, after execution by Gallagher Benefit Services and this Scope of Work be effective as of the date of execution by the Finance Director.

Monroe County School Board:

Date: _____

By: _____

Name: _____

Title: _____

Gallagher Benefit Services:

Date: 11/19/18

By: 

Name: Jeff A. Reagan

Title: Area Senior Vice President

Monroe County School Board Voluntary Benefits Evaluation Project

The Administration has recognized that over the years there has been a high number of voluntary plan offerings made available to school employees through several different vendors without any clear direction as to the need or value of these offerings.

The Administration is concerned that these offerings may not provide a good value to the staff and their families nor align with the current group benefit plans. The Administration has requested that Gallagher Benefit Services conduct a review of these voluntary benefits and related offerings and provide a summary of the marketability and value that these various offerings provide for their staff along with any recommendations on how to enhance the program.

Scope of Work

The Scope of Work to be provided for this project shall include, but not limited to the following:

- Identify the vendors, products offered and their financial ratings if available
- Review the benefits of each voluntary offering and gauge the compatibility with the group offerings currently provided by the Administration
- Make recommendations on possible improvements to the offerings and/or the internal administration such as payroll deduction, direct pay and other means of premium collection

Proposed Fees and Deliverables

The fee for this project shall not exceed \$3,250.00 which represents up to 12 hours of project work. Delivery of the proposed report and summary shall be no later than November 1st, 2018 and assumes approval by the Administration no later than October 11th, 2018. Delays will need to be mutually approved by the parties prior to the aforementioned deadline.

Gallagher will not commence work on this project until approved by the Administration.

IN ACCEPTANCE OF THE SCOPE OF WORK, the Administration of the Monroe County School Board shall be signed by the Finance Director, after execution by Gallagher Benefit Services and this Scope of Work be effective as of the date of execution by the Finance Director.

Monroe County School Board:

Date: _____

By: _____

Name: _____

Title: _____

Gallagher Benefit Services:

Date: 11/15/18

By: 

Name: Jeff Reagan

Title: Area Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chi.Certificates@aig.com														
INSURED ARTHJGA113 Gallagher Benefit Services, Inc. 2255 Glades Road Suite 200E Boca Raton, FL 33431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1143054841**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		41GPP4938411	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability:
 General Aggregate Per Location Subject to \$10 Mil Policy aggregate.

The Certholder is shown as an Additional Insured solely with respects to General Liability as evidenced herein as required by written contract per form 00 GL0596 00 04 10.

CERTIFICATE HOLDER**CANCELLATION**

The School Board of Monroe County, Florida
 Attn: Kathryn Flannery
 241 Trumbo Rd.
 Key West FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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