

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 Benefit 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, 2020 to December 31, 2022

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

Exhibit A: Compliance Consulting

Exhibit B: Wellbeing and Engagement Consulting

Exhibit C: Actuarial Services

Exhibit D: Basic Healthcare and Rx Consulting

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit "A-D"* 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 \$64,000.00 (NTE-Not to exceed price) 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.

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 " E "*:

☒ **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

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes as well as with the requirements of HB 1877, The Jessica Lunsford Act, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who have "direct access" to students within the meaning of the Jessica Lunsford Act while providing services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 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).

17. 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.

18. 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.

19. 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.

20. COUNTERPARTS

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

21. 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.

22. CAPTIONS

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

23. 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.

24. LIQUIDATED DAMAGES

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$ [N/A] per day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

25. BONDING

In accordance with FS 255.05(1) a payment and/or performance bond is required on this project in the amount of \$ [N/A]. As part of the bid process, proof of bonding capability was required. Proof of bonding capability submitted by Contractor is attached hereto as Exhibit A – Vendors Response/Proposal, and is incorporated by reference. Upon contract approval by the School Board, the bond must be submitted to MCSD prior to the notice to proceed being issued or Contractor beginning work. That proof of bond will be attached hereto as Exhibit [N/A], and shall be incorporated by reference.

26. 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

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

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

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

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

11-18-19
DATE

JEFFREY P. ANGELO - Area President
PRINT NAME AND TITLE

**MONROE COUNTY SCHOOL DISTRICT
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, Jeffrey P. Angello, 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: Gallagher Benefit Services, Inc.
Nature of services presently being offered to School District: Benefit Plan Consulting

2) I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

3) I have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) _____

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. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

11/11/19
Date

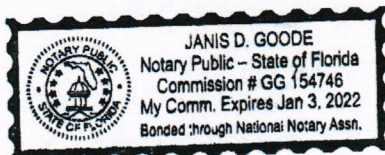
[Signature]
(Signature of Authorized Representative)

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 11th day of November 2019.

[Signature]
NOTARY PUBLIC

1/3/22
My commission expires:



Monroe County School Board 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.

Exhibit A

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 BENFIT SERVICES

Date: 6-18-19

By: [Signature]

Name: [Signature]

Title: Sr. VP.

Exhibit B

Monroe County School Board Wellbeing and Engagement Consulting

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.

Exhibit B

Monroe County School Board Wellbeing and Engagement Consulting

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

The Gallagher Wellbeing and Engagement Team lead by Kate Siano, CWC and supported by John Hughes, MS will perform the majority of the work. Eastern Practice Leader, Kathleen Schultz, MS will oversee the overall management of the project.

Proposal Pricing: Core Consulting \$19,500

MONROE COUNTY SCHOOL BOARD

Date: _____

By: _____

Name: _____

Title: _____

GALLAGHER BENEFIT SERVICES

Date: 11-18-19

By: 

Name: Larry E. Hagan

Title: Sr. V.P.

Monroe County School Board Actuarial Services

Quarterly Reporting (to be presented at quarterly meetings):

Executive Summary outlining overall plan experience

YTD experience summary

IBNR estimate

Current year forecast

Renewal year forecast

Summary of historical claim trends

Large claim summary

Fund balance and reserve adequacy analysis

Renewal Support

Provide medical and pharmacy plan design modeling and impact analysis

Provide contribution modeling

Provide overall recommended funding changes based on projected plan performance and fund balance

Reporting Services

F.S. 112.08 preparation and submission

GASB 75 preparation (full valuation every other year and roll forward in off years)

Fees and Compensation for Services

Thank you for your continued support for Gallagher. As you know we currently receive approximately \$24,500.00 annually in fees for consulting.

Additional Services

Services outside the scope of this agreement will be billed at an hourly rate of \$325. Any such services will be identified by Gallagher and agreed upon by the District prior to the commencement of any work.

Monroe County School Board Health Plan Consulting Services

General Support

- Oversight of current Medical ASO and PBM vendors
- Oversight of Stop Loss vendor
- Assist the school board in the renewal process with the current medical administrator and pharmacy administrator
- Intervene with vendors over any disputes with regard to services
- Help secure and provide to the School Board an annual claim dump of pharmacy claims to facilitate individual stop loss claim filings
- Attend annual meeting of medical and pharmacy utilization review
- Supply Gallagher National Benchmarking Survey data
- Coordinate activities with actuarial and compliance resources as needed
- Assist with the development of enrollment communications
- Attend open enrollment meetings upon the benefits administrator's request
- Review benefit plan documents, including benefit booklets, SBC's and contracts
- Facilitate annual key indicator utilization reports of the various carriers
- Provide benefit modification recommendations for the medical and pharmacy program
- Establish multiyear budget and monitoring tools
- Provide monthly/quarterly forecast updates
- Management and placement of medical ASO and PBM vendors
- Provide monthly/quarterly forecast updates

Optional Professional Resources & Services (additional fee)

- Develop RFP for lines of coverage.
- Review and analysis of proposals for coverage
- Meet with staff and/or the committee quarterly, or as requested to present information on various topics, trends, and status
- Assist with elevated claims' issues
- Assist with billing issues
- Conduct analysis on industry, region and size to determine how the School Board ranked with similar school board systems where available □ Individual claim intervention and support by RN
- Pharmacist review of Pharmacy program
- Wellness consulting
- Human Resource consulting & policy review
- Compensation analysis & review
- Retirement consulting

Fees and Compensation for Services

Thank you for your continued support for Gallagher. As you know we currently receive approximately \$23,250.00 annually in fees and commissions from the both the Medical TPA and the PBM. For 2020, there will be an additional fee of \$1.75 PEPM for Stop Loss consulting. There is no direct cost to the School Board as these fees are paid by the vendors.

Exhibit D

We will continue to provide the general support listed above for the current fees and commissions for the remainder of this year and for the next contract period. If we are asked to place other lines of coverage, we reserve the right to discuss the receipt of commissions for those coverages as a way to offset the costs of arranging those coverages.

Additionally, we have provided a listing of optional services that the School Board may select as needed. These services will be precisely outlined by a separate proposal and priced accordingly.

MONROE COUNTY SCHOOL BOARD

Date: _____

By: _____

Name: _____

Title: _____

GALLAGHER BENFIT SERVICES

Date: 6/16/19

By: [Signature]

Name: Krista A. Rogers

Title: Asst. Dir. V.P.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2019

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@ajg.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2017080 **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	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		41GPP4938412	10/1/2019	10/1/2020	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 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"/> OTH-ER <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

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

CANCELLATION

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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Exhibit E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938412**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/1/2019**