

RESOLUTION NO. 2017- 25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO ACCEPT THE QUOTES AND ENTER INTO A LEGALLY SUFFICIENT AGREEMENT FOR MEDICAL CLAIMS AND DEPENDENT AUDITING OF THE HEALTH PLAN WITH SIVER.

RECITALS:

WHEREAS, the Insurance Committee directed the broker to conduct an RFI for medical claims and dependent auditing services; and

WHEREAS, based upon the Committee's review of the broker's RFI results, the Committee recommends Siver Insurance Consultants for the medical claims audit and Benefit Advantage for the dependent claims audit; and

WHEREAS, the medical claims audit will review 280 randomly selected medical claims and 20 large dollar medical claims with over \$25,000 billed; and

WHEREAS, the County agrees to pay Siver Insurance Consultants for services rendered per the fee schedule with a project maximum of \$30,000; and

WHEREAS, the dependent eligibility of the health benefits plan audit will review and ensure all enrolled dependents meet the guidelines for coverage per the health plan summary document; and

WHEREAS, the County agrees to pay Benefit Advantage \$20.00 per active participant with an enrolled dependent; and

WHEREAS, the County has determined that entering into Agreements with Siver Insurance Consultants and Benefit Advantage will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The above recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The attached modifications reviewed and recommended for approval by the St. Johns County Insurance Committee are hereby approved and adopted by the Board of County Commissioners of St. Johns County Florida.

Section 3. The County Administrator or designee is hereby authorized to execute the amendment on behalf of the County, and said changes shall be adopted and effective as of January 1, 2017 until December 31, 2017.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 17th Day of January 2017.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

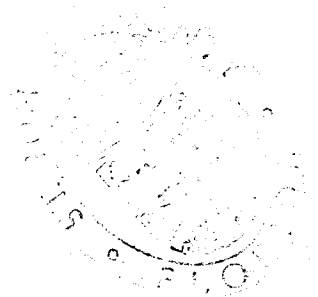
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Deputy Clerk

RENDITION DATE 1/20/17



**CONTRACT BETWEEN ST. JOHNS COUNTY
AND
SIVER INSURANCE CONSULTANTS
FOR
MEDICAL CLAIMS AUDIT SERVICES**

THIS AGREEMENT, entered into this _____ day of December, 2016, by and between St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as the "the County," and E.W. Siver & Associates d/b/a Siver Insurance Consultants, hereinafter referred to as the "Provider."

ARTICLE I SCOPE OF SERVICES

The Provider shall perform the following services:

Siver will provide medical claims auditing services of the health plan claim administration services as provided by Florida Blue for St. Johns County as requested in the RFI for Medical Claims and Dependent Eligibility Audit Services.

The medical claims audit will review 280 randomly selected medical claims and 20 large dollar medical claims with over \$25,000 in billed charges.

This scope of services is limited to the medical claims auditing services only and does not include dependent eligibility audit services.

ARTICLE II TERM OF AGREEMENT

The Provider shall commence performance of the Agreement on the ____ day of December, 2016. The parties acknowledge that the scheduling of the medical audit must be coordinated with Florida Blue. It is anticipated that the medical claims audit will be performed in February 2017.

ARTICLE III COMPENSATION

The County agrees to pay Siver for services rendered at the County's request per the following fee schedule, not to exceed the Project Maximum as indicated below. Siver will provide the County on a monthly basis with a detailed invoice showing consultant, rate category, date of work, description of work and time.

Consultant/Auditor Rate	\$225/Hour
Administrative/Technical Support	\$55/Hour
Project Maximum	\$30,000 (Medical claims only)

The proposed Project Maximum does not include attendance at any meetings to review the audit findings.

The above Project Maximum includes travel and the expenses for two (2) consultants to spend an estimated five (5) days in Jacksonville for the Medical Audit.

Note: Typical business expenses (i.e., mileage, lodging, meals, etc.) are included in the Project Maximum.

ARTICLE IV AMENDMENTS

This Agreement may be modified, amended or supplemented only by the mutual agreement of the parties. No modification, amendment or supplement shall be binding unless it is in writing signed by all parties.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

It is the parties' intention that the Provider is an independent contractor. Nothing contained in this Agreement creates a partnership, joint venture, employer/employee, principal and agent, or any similar relationship between the parties. The Provider has no authority to, and shall not, act as agent for or on behalf of the County or represent or bind it in any manner. The Provider shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Provider's activities and responsibilities under this Agreement.

ARTICLE VI RISK MANAGEMENT

A. Indemnification

To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the County, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Provider or other persons employed or utilized by the Provider in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Provider. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Provider to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Provider shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

B. Duty to Defend

The Provider agrees, at its own expense, and upon written request by the County, to defend any suit, action or demand brought against the County on any claim or demand to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Provider's performance under this Agreement.

C. Insurance

SIVER shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. SIVER shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate SIVER has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve SIVER of its liability and obligations under this Contract.

Certificate Holder Address:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

SIVER shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect SIVER from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by SIVER or by anyone directly employed by or contracting with SIVER.

SIVER shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

SIVER shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE VII TERMINATION

Either party may terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said Agreement should be terminated for convenience as provided herein, the County will be relieved of all obligations under this Agreement. The County shall only be required to pay the Provider the amount for services performed prior to termination of the Agreement. Upon receipt of a notice of termination, the Provider shall cease incurring additional obligations under this Agreement. However, the County shall allow the Provider to incur all necessary and proper costs, which the Provider cannot reasonably avoid during the termination process.

ARTICLE VIII REGULATIONS AND ORDINANCES

The Provider shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

ARTICLE IX DEFAULT

If the Provider fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the County may place the Provider in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the County and withhold further payments, except for those necessary and proper costs which the Provider cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the County.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Board of County Commissioners determines that the Provider has jeopardized the safety and welfare of the County or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

ARTICLE X ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

C. If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us

ARTICLE XI NOTICES

Notices concerning this Agreement shall be shall be directed to the following authorized representatives:

PROVIDER:

Name: Kathy Gordon
Title: Vice President

COUNTY:

Name: Stacey Stanish
Title: Director, Admin and Support Services

Address: 805 Executive Center Dr. W.,
#110
St. Petersburg, FL 33702

Phone: 727-577-2780
Fax: 727-579-8692
Email: kgordon@siver.com

Address: 500 San Sebastian View
St. Augustine, FL 32084

Phone: 904-209-0635
Fax: 904-209-0636
Email: sstanish@sjcfl.us

ARTICLE XII ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

ARTICLE XIII GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in St. Johns County, Florida. All parties shall be responsible for their own attorneys' fees.

ARTICLE XIV SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this ____ page contract and all exhibits and attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

**PROVIDER: SIVER INSURANCE
CONSULTANTS**

COUNTY: ST. JOHNS COUNTY

By: _____

By: _____

(Signature of authorized officer)

(Signature of authorized officer)

Title: _____

Title: _____

Date: _____

Date: _____



DEPENDENT ELIGIBILITY REVIEW & VERIFICATION ADMINISTRATIVE SERVICES AGREEMENT

This agreement is by and between St. Johns County and Benefit Advantage, Inc. (BA)

RECITALS

Whereas, the Plan Sponsor has established a benefits plan ("Plan") for active employees and their eligible dependents ("Plan Participants"); and

Whereas, the Plan Sponsor desires Benefit Advantage, Inc. to act and assist the Plan Sponsor in providing ELIGIBILITY REVIEW AND DEPENDENT ELIGIBILITY AUDITING SERVICES; and

Whereas, Benefit Advantage, Inc. represents to the Plan Sponsor that it is knowledgeable and competent to provide such services and that it desires to provide such services to the Plan Sponsor according to the terms and conditions stated herein;

Now, therefore, in consideration of the mutual promises and agreements contained herein, including the Recitals set forth herein, the parties agree as follows:

General Definition

"ELIGIBILITY REVIEW AND DEPENDENT ELIGIBILITY AUDITING SERVICES" means, generally, those professional review services, consistent with accepted industry standards and practices, associated with the review and analysis of eligibility, documents pertaining to eligibility, including but not limited to birth records, tax documentation, adoption papers, marriage licensing, etc., in order to establish whether eligibility data and dependent eligibility status is accurate, appropriate, and otherwise consistent with appropriate administration and generally accepted and reasonable parameters.

The Services and Obligations by Benefit Advantage include the following:

- 1) **Project Audit:** BA will perform a dependent eligibility audit of the health benefits plan for Client for those current employees as defined by Client, Inc. on a one-time basis. The eligibility audit shall include an initial communication articulating the program and requesting information, a follow-up communication as may be needed for a subset of the employees, and a final report for the client;
- 2) **Confidentiality:** BA acknowledges and agrees that the performance of these services involves access to and review of confidential and proprietary information. BA agrees that all employees, consultants and/or assigns shall strictly maintain the confidentiality of all documents reviewed and comply with HIPAA guidelines. BA further agrees and warrants that effective policies and procedures are in place to ensure protection of the confidentiality of all documents reviewed by its employees during the course of performing review services.

Obligations of _____.

In order for Benefit Advantage, Inc. to fulfill its obligations under this agreement, Client shall perform the following obligations:

- 1) **Administrative Functions:** Client, with the assistance of BA will obtain data as may be required for the administration and performance by BA of its obligations under this agreement.
- 2) **Payment for Services:** Client shall pay BA within fifteen (15) days of receipt of invoice for fees invoiced by BA.
 - a.) Project work - BA will invoice 50% at the time of initial mailing, 50% at the time of final report
- 3)

Fees

This agreement shall become effective as of January 1, 2017 and shall be in effect through December 31, 2017.

Effective January 1, 2017 through December 31, 2017, your current rates are as follows: **\$20.00** per active participant with an enrolled dependent audit.

Administration fee billings are sent by Benefit Advantage Inc on the first business day of each month. These fees are payable within 15 days of the invoice date. Please remit payment to Finance at Benefit Advantage Inc, PO Box 5490 De Pere, WI 54115. Interest charges may be applied to accounts that are past due at an annual rate of 18%.

Indemnification

Benefit Advantage, agrees to indemnify, hold harmless and repay to Plan Sponsor all claims, damages, costs or expenses, including attorney fees that Plan Sponsor may incur hereafter and/or may be required by law to pay as a result of Benefit Advantage's breach of any of its duties or obligations as set forth in this agreement.

Plan Sponsor, agrees to indemnify, hold harmless and repay Benefit Advantage all claims, damages, costs or expenses, including attorney fees that Benefit Advantage may incur hereafter and/or may be required by law to pay as a result of Plan Sponsor's breach of any of its duties or obligations as set forth in this agreement.

Agency Relationship

Benefit Advantage, Inc. in performing its duties outlined in this agreement is acting only as an agent of the Plan Sponsor. The Plan Sponsor understands that the services rendered by Benefit Advantage, Inc. shall not be construed as being the Plan Sponsor and/or Plan Administrator. Benefit Advantage, Inc. shall not be responsible for advancing funds for the payment of any of the Plan Sponsor's obligations under the Plan. Benefit Advantage, Inc. shall not be considered the underwriter of the Plan Sponsor's liability to provide benefits to plan participants. The parties intend that an independent contractor relationship be created by this contract. As such, Benefit Advantage, Inc. shall not be held responsible for actions of the Plan Sponsor.

This Administrative Services Agreement is executed by the Employer and Benefit Advantage on ____/____/____.
Month Day Year

Employer Name _____
(please print)

By: _____
Signature of Client Representative

Witness _____
Signature of Benefit Advantage Representative

President

Public Records

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

C. If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us

Insurance

Benefit Advantage (BA) shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. BA shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate BA has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve BA of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View
St. Augustine, FL 32084

BA shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect BA from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by BA or by anyone directly employed by or contracting with BA.

BA shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

BA shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.