

EMPLOYEE BENEFIT CONSULTING SERVICES
INTERIM AGREEMENT

THIS CONSULTING INTERIM AGREEMENT is made and entered into by John T. Ferreira Insurance, Inc. (JTF) and the Nassau County Board of County Commissioners (Client) this 1st day of June 1997.

RECITALS

WHEREAS, Client is desirous of securing a continuation of services from JTF, for insurance and employee benefits consulting/administration which consists of group medical, dental, life and accidental death and dismemberment insurance and voluntary benefit plans, and

WHEREAS, JTF is desirous of providing the same for Client.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **John T. Ferreira Insurance, Inc. Services.** JTF agrees to provide the Client the services outlined in the attached Services Exhibit.

2. **Compensation.** The Client agrees consideration to JTF is a fixed fee of \$4,000/month for services described herein to implement the risk transfer program. JTF shall provide a monthly invoice to the Client for the fee. The Client shall pay such invoice within forty-five (45) days of the invoice date. A late charge of 1.5% per month shall be applied to any late payment.

3. **Term.** The term of this Agreement shall be June 1, 1997 through September 30, 1998. The terms and conditions of this agreement shall be automatically renewed on the 1st day of October of each succeeding year. Except as provided in Section 5, this Agreement may be terminated only by either party giving to the other party written notice of such termination at least ninety (90) days prior to the end of the first term of this Agreement and one hundred twenty (120) days prior to the end of successive terms of this Agreement.

4. **Amendment.** This Agreement may only be amended by written agreement by both parties.

5. **Event of Default.** In the event that either party fails to perform any of its obligations hereunder and such failure shall continue for a period of sixty (60) days after written notice describing such failure has been given by the non-defaulting party, the non-defaulting party may terminate this Agreement with no further obligation or liability by giving an additional written notice to the defaulting party informing such party of the termination of this Agreement. Subject to Section 8, any such termination shall not limit the legal or equitable rights and remedies that may be available to any party.

6. **Assignment; Third Party Beneficiaries.** This Agreement may not be assigned without obtaining the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. No assignment shall have the effect of relieving the assignor of any liabilities hereunder without the other party's written consent. No person (including, without limitation, any employee of a member) shall be, or be deemed to be, a third party beneficiary of this Agreement.

J. Ferreira

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

8. **Mediation.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme court prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by JTF.

9. **Waivers.** No waiver of any provision of this Agreement shall be binding upon any party unless such waiver is expressly set forth in a written instrument executed by such party. Such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise nor the delay or failure to exercise any right, power or remedy shall operate as a waiver of or impair, limit or restrict the exercise by any party of any such right, power or remedy at any time and from time to time thereafter.

10. **Notices.** Any notice required hereunder shall be in writing and shall be delivered personally (by courier or otherwise), sent by certified, registered or express mail, postage prepaid and return receipt requested, or transmitted by telecopier with a copy of such notice or other communication and a confirmation of transmission sent by certified, registered or express mail, postage prepaid and return receipt requested), and shall be addressed as follows:

when Client is to be notified:

Nassau County Board of County Commissioners
P.O. Box 456
Fernandina Beach, Florida 32085-0456
Attention: Walter Gossett
Telecopier No.: (904) 321-5784

when John T. Ferreira Insurance, Inc. is to be notified:

John T. Ferreira Insurance, Inc.
500 Centre Street
Fernandina Beach, Florida 32035
Attention: Lawrence V. Giusti
Telecopier No.: (904) 277-8739

A party may, by notice given in accordance with this Section 10 to the other party, designate another address or person to which notices required to be given pursuant to this Agreement shall thereafter be transmitted. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the earlier of the time it shall have been actually received or (i) delivered to the addressee as indicated by the return receipt or the affidavit of the messenger, or transmitted to the addressee or (ii) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding among the parties with respect to the subject matter hereof and cancels and supersedes all of the previous or contemporaneous agreements, representations, warranties and understandings, whether written or oral, by or between the parties with respect to the subject matter hereof.

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

JOHN T. FERREIRA INSURANCE, INC.

Date: 5/14/97

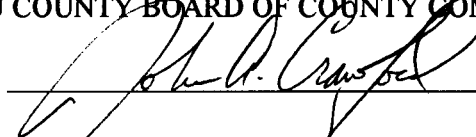
By: 

Name: Robert S. Ferreira

Title: President

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Date: 5/14/97

By: 

Name: John A. Crawford

Title: Chairman

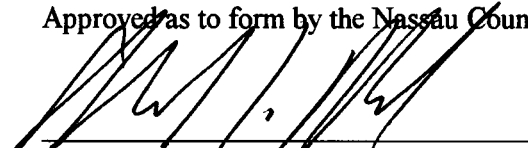
ATTEST:



J. M. "Chip" Oxley, Jr.

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:


Michael S. Mullin

SERVICES EXHIBIT

EMPLOYEE BENEFIT CONSULTING SERVICES

Legislative and Regulatory Advice

- (1) Advise the Client of applicable Federal and State compliance requirements.
- (2) Advise the Client of legislative trends and issues.
- (3) Advise the Client of necessary government filings including, among other filings, Form 5500, Summary Plan Description booklets and Summary Annual Reports.

Market Evaluation and Program Analysis

- (1) Inform the Client of marketplace changes and trends.
- (2) Assist the county in long-term objective setting and evaluation of benefit programs.
- (3) Conduct data assimilation/interviews.
- (4) Assess the Client's current benefit plan relative to those objectives.
- (5) Draft the Client's plan specifications.
- (6) Develop a Request for Proposal ("RFP") for submission to prospective providers.
- (7) Analyze market response to the RFP including provider network evaluation.
- (8) Conduct preliminary negotiations with proposed providers.
- (9) Consult in selection and contract negotiations of plan providers.
- (10) Design and assist in the plan implementation process.
- (11) Assist County in preparing benefit budget projections during budget process.

Client Services

- (1) Provide day-to-day service assistance and resources for the Client.
- (2) Act as liaison between the Client and the insurance providers/administrators.
- (3) Act as technical information resource for the Client.
- (4) Monitor benefit objectives on an ongoing basis.

(5) Provide ongoing claims experience analysis inclusive of utilization review and case management.

(6) Evaluate provider quality assurance.

Coordinate Outside Professional Services

(1) Legal

(2) Accounting

(3) Human Resources