

Benefits Consultant's Agreement

This "Agreement," is between **Nassau County Board of County Commissioners**, hereinafter referred to as "**Client**" and (**MFB Financial TPA, Inc.**) herein after referred to as "**Consultant**."

WHEREAS, **Client** desires to obtain the assistance and service of **Consultant** to "assist the Human Resources Department and represent the County in the marketing of an employee health insurance (group benefits) program" and the "acquisition of competitively priced insurance coverage from qualified sources" as well as "certain consultation/advisory services related to the County's health, life, dental and vision insurance needs."

WHEREAS, the **Consultant** has superior knowledge and experience in providing such Benefits services via the **Consultant** and its principal, Mark F. Bailey's history of efficiency and successful engagement of such business activities in the past and presently, through this and predecessor institutions, including assisting similar employees and public entities by servicing employee benefit plans and;

WHEREAS, the parties MFB Financial T.P.A, Inc. (**Consultant**) and Nassau County Board of County Commissioners (**Client**) desire to stipulate their respective expectations, obligations and duties concerning this agreement;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant:

Please refer to Exhibit 1 – "Benefit Consultant's Request for Proposal (RFP) General Services" and Exhibit 2—"My Benefits View Website"

2. Disclosure and Record Keeping

- A. Full Disclosure.** **Client** has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to **Client's** group employee insurance programs. **Consultant** will discuss in detail specific benefit requests and/or modifications with **Client** prior to the use of any of the above in connection with the **Client's** insurance programs.
- B. Record Keeping.** **Consultant** will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurance carriers/vendors in accordance with industry standard record retention practice or as otherwise directed by **Client**.

3. Term & Termination

- A. Term.** This term of this Agreement shall begin following **Client's** acceptance, commencing on approximately April 24, 2009 and should have a completion date of no later than Wednesday, September 30, 2009.
- a. Term related to Exhibit 1:** The RFP carrier responses are due for **Client** review on Friday June 24, 2009. Both **Consultant** and **Client** will make every effort to adhere to the pre-determined project timeline however, minor modifications may be necessary. Services related to RFP responses will cease as of September 30, 2009.

Approved per [signature]
page 7 of form initialed
March 22 2009 PP 6.2

- b. **Term related to Exhibit 2:** The “My Benefits View” website will be custom created and launched approximately July 15, 2009, just prior to the employee open enrollment period. Hosting of the “My Benefits View” web portal will be accessible throughout the entire 2009/2010 benefit plan year. The “My Benefits View” custom employee benefits website accessibility will cease September 30, 2010. (Renewal options and additional pricing will be made available for continuation of website hosting at a later date.)

B. Termination & Revision

This Agreement may be terminated by either party only as follows:

- a. Termination will be effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b. Termination effective upon sixty (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c. Revision will be effective immediately upon mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees total \$20,000. **Client** agrees to pay **Consultant** professional fees within 30 days of project completion, on or before October 30, 2009. Specifically,

- a. Exhibit 1 Costs: “RFP General Services” consist of \$17,500
- b. Exhibit 2 Costs: “RFP General Services” consist of \$2,500 for “My Benefits View Website.”

5. Personnel

Consultant has assigned its personnel according to the needs of **Client** and according to the disciplines required to complete the appointed task in a professional manner. **Consultant** retains the right to substitute personnel with reasonable cause. The Consultant/Advisory Team consists of the following individuals:

Primary Consultants:	Donna Fogle Account Services Coordinator
	Carly Saffer Business Development Coordinator
Additional Key Resources:	Deborah Croft, Operations Officer
	Mark F. Bailey, CLU, President
	Sabrina Abare, GBA Group Benefits Manager
	Anne Weigand Administrative Assistant

6. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make every effort to provide Consultant with information in as timely a manner as possible.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

Consultant shall maintain in such Consultant's principal administrative office for the duration of the written agreement and for 5 years thereafter adequate books and records of all transactions among such Consultant, Insurers, and Client persons. Such books and records shall be maintained in accordance with prudent standards of insurance recordkeeping.

8. Independent Contractor. It is understood and agreed that Consultant is engaged by Client to perform specific services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Entire Agreement

- A. Incorporation of Terms.** The terms and conditions of the RFP and Consultant's Response are hereby incorporated into this Agreement by reference to the Agreement.
- B. Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Florida. The approximate Court of St. Johns County, Florida shall be the exclusive venue for any litigation arising out of or relating to this Agreement.
- C. Waiver of Jury Trial.** The parties knowingly and voluntarily waive their right to trial by jury in any action arising out of or relating to this Agreement.
- D. Entire Agreement.** This constitutes the entire Agreement between the parties, and any warranties or agreements are hereby superseded.
- E. Amendments.** Subsequent amendments to this Agreement shall only be in writing signed by all parties.

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

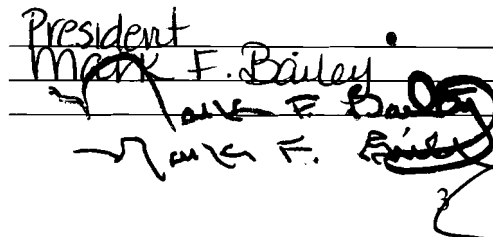
Subsequent amendments to this Agreement shall only be in writing signed by all parties.

Nassau County (Client)

Title: Nassau County Coordinator
Name: Edward L. Sealover
Signature: 

Date: 5/26/09

MFB Financial TPA, Inc. (Consultant)

Title: President
Name: Mark F. Bailey
Signature: 

Date: 6/3/09

Exhibit 1

Benefits Consultant's RFP General Services

General Services \$17,500

1. Provide general and technical guidance on employee health benefit issues to include market analysis, trends, contracts and statute interpretation and cost containment methods.
2. Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to the County Human Resources personnel.
3. In conjunction with the County prepare specifications for a request for proposals to procure health, life, dental and vision benefits for Nassau County employees.
4. Respond to questions from potential RFP respondents with assistance from staff (throughout the RFP process). All such communication will be conducted through the County's Human Resources Department and Contracts Management.
5. Evaluate all proposals and furnish a written report which will include comparative data and the consultants' recommendations on coverage and provider selection.
6. Assist in the negotiation of the contract with the successful respondent.
7. Provide qualified representative to attend the County's Health Insurance Committee Meetings, Nassau County Board of County Commissioners meetings and employee meetings as requested or needed for the purpose of carrying out the RFP process.
8. Assist the County in the implementation of the program which is selected by the Nassau County Board of Commissioners.
9. Prepare and produce 780 Nassau County customized Employee Benefit Handbooks for Nassau County's Open Enrollment period in conjunction with Nassau County's Human Resources Department.
10. Review all plan documents for accuracy and compliance with appropriate laws and regulations.
11. Prepare response to any administrative RFP appeals.
12. Assist the County Attorney in preparation of defense if any litigation should result from the RFP process.
13. Testify in court at the request of the County Attorney if litigation should result from the RFP process.

Exhibit 2

My Benefits View Website

Initial set up and hosting of customized Nassau County employee benefits website..... \$2,500

1. Fee includes initial creation prior to launch (Modifications will be billed at \$150 per hour.)
2. Hosting of website is throughout the benefit plan year of 2009/2010.

MyBenefitsView is a proprietary Internet application that creates and maintains portals that are customized for each employer. The application centralizes the essential information employees need to know about their benefits package along with extensive health and wellness information in one portal accessible from the Internet. Core features include benefits, human resources, health & wellness and personalized information. This basic information is augmented with interactive and educational tools, such as online calculators, multimedia plan tours, health risk assessments, personal health records and more. Benefit descriptions provided here are general and do not reflect the terms of a particular plan or program. Investment education provided here does not constitute financial advice, and past performance of an investment or an asset class does not guarantee future results.

The information contained in the MyBenefitsView website is for general information purposes only. Although the site access is hosted by and through MFB Financial Inc, and while we endeavor to keep the information up to date and accurate, we make no representations or warranties of any kind, express or implied, about the completeness, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Through this website you are able to link to other websites which are not under the control of MFB Financial Inc. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

In addition, this website does not provide medical advice. The content of this website, including all text, graphics, images, information obtained from licensors, and other material ("Information") contained on the website, are intended for informational and educational purposes only. The Information should not be used during any medical emergency or for the diagnosis or treatment of any medical condition. Always seek the advice of your doctor or other qualified health care provider with any questions you may have regarding your medical condition. A licensed medical professional should be consulted for diagnosis and treatment of any and all medical conditions. Never disregard professional medical advice or delay seeking it because of something you've read on the website.

Every effort is made to keep the website up and running at all times and operating smoothly. However, MFB Financial Inc takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Exhibit 3
Business Associate Contract

This Business Associate Contract (Agreement) is entered into by and between the **Client**, Nassau County, (Covered Entity) and MFB Financial TPA, Inc. (Business Associate) effective as of April 24, 2009. The sole purpose of this contract is to address and comply with patient privacy issues as required by law. There is no other purpose to this contract.

WHEREAS, the Covered Entity is a group health plan as defined in the privacy rules adopted pursuant to the Health Insurance Portability and Accountability Act of 1996¹ (HIPAA);

WHEREAS, the Business Associate wishes to perform on behalf of the Covered Entity treatment, payment, or health care operations as defined by HIPAA;

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information (PHI) by the Business Associate in performance of its obligations;

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use of Protected Health Information (PHI). Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Safeguards. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Business Associate agrees that performance of its obligations to implement safeguards includes establishing procedures that limit its use and disclosure of PHI to the minimum necessary amount of information required for the intended purpose, including limiting access to PHI within its organization to those employees with a need to know.
3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a Benefits to which Business Associate disclosed PHI, report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.
4. Agreements With Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
5. Access to Information. Within ten (10) days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within two (2) days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.

¹The HIPAA Privacy Rules were originally published at 65 Fed. Reg. 82462 on December 28, 2000 and amended on August 14, 2002 as set forth at 67 Fed. Reg. 53182.

6. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
7. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services or designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
8. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures made during the six years prior to the date on which the accounting is requested. At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure that includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within two (2) days. Any denials of a request for an accounting shall be the responsibility of the Business Associate.

Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

B. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. Business Associate shall not use or disclose any PHI for any purpose other than performance of services for Covered Entity as provided for in the Benefits Consultant's Agreement dated May 26, 2009. Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.

C. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 1654.522.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

E. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section 3(a) of the Benefits Coordinator Agreement.
2. Termination. This Agreement shall be terminated only as follows:

- a. Termination For Cause

This Agreement may be terminated by the Covered Entity upon thirty (30) days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraphs A or B of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

- b. Termination Due To Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.

- c. Termination Without Cause

Either may terminate this Agreement effective upon sixty (60) days advance written notice to the other party given with or without any reason, provided such notice is given after the initial term of the Benefits Coordinator Agreement.

2. Return or Destruction of PHI

- a. Upon termination of this Agreement, Business Associate shall retain PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate for a duration in accordance with Florida State Regulations.
- b. Such PHI shall be used or disclosed solely for such purpose or purposes as pertaining to the initial and/or extended Agreement for Services

F. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Capitalized terms within this Agreement are defined in the text or as follows:

1. Designated Record Set means a group of records maintained by or for the Covered Entity that is (a) medical records and billing records about individuals maintained by or for the Covered Entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "record" means any item,

collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.

2. Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and
 - a. is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - b. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. Protected Health Information (PHI) means Individually Identifiable Health Information that is (a) transmitted by electronic media, (b) maintained in any medium constituting electronic media, or (c) transmitted or maintained in any other form or medium. PHI shall not include (a) education records covered by the Family Education Right and Privacy Act, as amended, 20 USC Sec. 1232g and (b) records described in 20 USC Sec. 1232g(a)(4)(B)(iv).

C. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA.
2. Indemnification. Each party shall release, indemnify and hold the other harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by the acts of that party as a result of or related to the other party's activities pursuant to this Agreement. *{Parties should review this provision carefully! Modifications should be made after assessing the risk the drafter is willing to accept.}*
4. Remedies. The parties acknowledge that breach of Paragraphs A or B of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and/or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
5. Survival. Business Associate's obligation to limit its use and disclosure of Protection Information as set out in Paragraphs A and B survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
7. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
8. Benefits Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any Benefits.

9. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA.
10. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the following addresses, or to such addresses or facsimile numbers as the parties may specify by like notice:

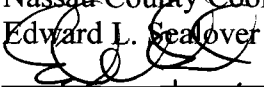
If to Covered Entity:

Chili A. Pope
 Nassau County Human Resources
 96161 Nassau Place
 Yulee, Florida 32097

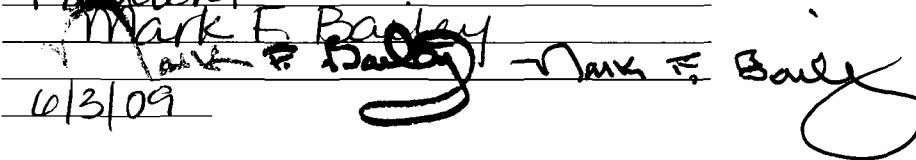
If to Business Associate:

In WITNESS WHEREOF, the undersigned have executed this Agreement.

Nassau County (Client/Covered Entity)

Title: Nassau County Coordinator
 Name: Edward L. Sealover
 Signature: 
 Date: 8/26/09

MFB Financial TPA, Inc. (Business Associate/Consultant)

Title: President
 Name: Mark F. Bailey
 Signature: 
 Date: 10/3/09

Brenda Linville

From: Brenda Linville
Sent: Tuesday, June 23, 2009 2:10 PM
To: Charlotte Young
Cc: Gene Knaga
Subject: FW: Benefits Consultant's Agreement

What is the status on getting the back document (all the signatures of the individuals that have approved the contents of said agreement pursuant to the purchasing policy).

Brenda

-----Original Message-----

From: Brenda Linville
Sent: Thursday, June 18, 2009 3:03 PM
To: Charlotte Young
Subject: RE: Benefits Consultant's Agreement

Mr. Sealover has already signed off on the above document and I need the backup documentation that everyone involved has seen this contract and agrees with its contents.

Brenda

-----Original Message-----

From: Charlotte Young
Sent: Thursday, June 18, 2009 2:51 PM
To: Brenda Linville
Subject: RE: Benefits Consultant's Agreement

I have drafted a contract approval routing sheet (see attached) but have not received the final go ahead to start using it. There may be some minor changes depending upon everyone's review and suggestions. Let me know what you think

-----Original Message-----

From: Brenda Linville
Sent: Thursday, June 18, 2009 2:46 PM
To: Charlotte Young
Subject: Benefits Consultant's Agreement

Charlotte,

Pursuant to your recent e-mail regarding section 6.2 of the purchasing policy, I would like a copy of the sign off approval for the referenced document.

Thanks,

Brenda

-----Original Message-----

From: admin@nassauclerk.com [mailto:admin@nassauclerk.com]
Sent: Thursday, June 18, 2009 2:31 PM
To: Brenda Linville
Subject:

This E-mail was sent from "RNP9686E0" (Aficio 2075).

Scan Date: 06.18.2009 14:31:06 (-0400)
Queries to: admin@nassauclerk.com