

**CONSULTANT/MEDICAL BENEFIT PLANS AND RISK MANAGEMENT SERVICES
AGREEMENT**

THIS AGREEMENT is entered into at Nassau County, Florida this 21st day of October, 2015 by and between **Nassau County Board of County Commissioners**, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY") and **Greene-Hazel & Associates, Inc.**, d/b/a Greene-Hazel Insurance Group, a Florida for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, and whose business address is 10739 Deerwood Park Boulevard, Suite 200, Jacksonville, Florida 32256, (hereinafter referred to as "GREENE-HAZEL"). The entities are referred to collectively as "Parties" and individually "Party".

RECITALS

WHEREAS, COUNTY desires to enter into an agreement with GREENE-HAZEL to provide services to manage all technical aspects of the medical benefit plans in accordance with the terms and conditions of this Agreement; and

WHEREAS, GREENE-HAZEL is properly licensed in the State of Florida and has the required expertise and knowledge to provide the services, set forth in Exhibit "A", to the Board of County Commissioners.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto do mutually agree as follows:

ARTICLE I
Scope of Services

- 1.1 **Services.** GREENE-HAZEL shall provide services to COUNTY in accordance with the Exhibit "A" attached hereto and made a part hereof.
- 1.2 GREENE-HAZEL is designated as Nassau County's Consultant for purposes of medical benefits plans.

ARTICLE II
HIPAA

- 2.1 Health Insurance Portability and Accountability Act. GREENE-HAZEL shall comply with the Health Insurance Portability and Accountability Act (HIPAA)(42 U.S.C. Section 1320D et seq.) as well as all regulations promulgated thereunder (45 C.F.R. Parts 160, 162, 164).

ARTICLE III
Applicable Law

- 3.1 Compliance with Law. GREENE-HAZEL shall at all times during the term of this Agreement comply with, and provide all services required hereunder in accordance with, all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act (as amended) and the Americans with Disabilities Act.

ARTICLE IV
Nondiscrimination

- 4.1 Nondiscrimination. GREENE-HAZEL shall not differentiate or discriminate in the provision of services or against any of its employees or any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex.

ARTICLE V
Obligations of COUNTY/Compensation

- 5.1 Compensation. COUNTY shall pay GREENE-HAZEL for services pursuant to the terms of this Agreement a fee of Seventy Two Thousand and No/100 Dollars (\$72,000.00) per year which may be paid on a quarterly basis. The first invoice shall be received on October 1, 2015. COUNTY shall pay service invoices within forty-five (45) days of invoice date. Fees for additional services desired by COUNTY for the provision of services to additional operations shall be separately negotiated. Invoices shall be as directed by the County Manager.

In addition to the monthly fee indicated above, COUNTY shall pay GREENE-HAZEL, if directed by the County Manager, an additional one-time fee of \$20,000.00 for services in regards the Sheriff's Office as set forth in Paragraph 13 of the attached Exhibit "A". This one-time payment will be due and payable March 1, 2016.

- 5.2 The agreement specifies GREENE-HAZEL's compensation and additional compensation will not be paid to GREENE-HAZEL. Any additional compensation to GREENE-HAZEL, including commissions paid by any other party, including wholesale brokers is strictly prohibited.

ARTICLE VI
Relationship of Parties

- 6.1 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between GREENE-HAZEL and COUNTY other than that of independent parties contracting with each other solely for the purpose of effectuating the

provisions of this Agreement. Neither GREENE-HAZEL or COUNTY, nor any of their respective officers, directors, or employees, shall act as nor be construed to be the agent, employee or representative of the other. Furthermore, GREENE-HAZEL shall not represent to other that it has the authority to bind COUNTY unless specifically authorized in writing to do so.

ARTICLE VII
Non-Funding Clause

- 7.1 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY must promptly notify GREENE-HAZEL of such occurrence and this Agreement must terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

ARTICLE VIII
Termination

- 8.1 (a) Either Party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other Party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, COUNTY may terminate this Agreement upon the happening of any one of the following causes:

1. Suspension or termination of GREENE-HAZEL's insurance license in the State of Florida is not cured by GREENE-HAZEL within sixty (60) days following such suspension or termination;
2. GREENE-HAZEL's participation in any fraud; or
3. GREENE-HAZEL's material failure to properly perform its duties and responsibilities hereunder because of GREENE-HAZEL's gross neglect, proven dishonesty or commission of a felony.

Termination for any cause enumerated in this sub-paragraph (b) shall become effective upon the delivery of written notice of termination to GREENE-HAZEL or at such later time as may be specified in the written notice.

ARTICLE IX
Insurance and Indemnification

- 9.1 **Liability Insurance.** During the term of this Agreement, GREENE-HAZEL shall maintain and keep in effect, at its sole expense, general liability insurance and errors and omission (professional liability) insurance coverage in an amount satisfactory to COUNTY. At COUNTY's request, GREENE-HAZEL shall furnish to it a certificate of insurance evidencing the insurance coverage required under this Section.
- 9.2 **Indemnification.** GREENE-HAZEL shall indemnify, defend, and hold harmless COUNTY and its officers, directors, employees and agents from and against any and all liability, loss, damage, claims, and all costs or expenses related thereto (including attorneys' fees), that may arise out of

and/or be incurred in connection with: (a) any negligence or misconduct caused or alleged to have been caused by GREENE-HAZEL or its employees, agents, or representatives in connection with the provision of the services under this Agreement or in connection with the use or maintenance of any property, facility, or any equipment by, or under the direction or control of GREENE-HAZEL, or (b) any act or failure to act by GREENE-HAZEL or its employees, agents, or representatives outside the scope of or in breach of, the terms of this Agreement. The provisions in this section shall survive the termination of this Agreement.

ARTICLE X
Term of Agreement/Termination

- 10.1 **Term.** This Agreement shall be effective from October 1, 2015 to September 30, 2016. This Agreement may be renewed for a period of twelve (12) months, not to exceed a total period of 3 years. Such renewals shall be contingent upon satisfactory fiscal and program performance reviews as determined by COUNTY and subject to the availability of funds as determined by COUNTY. Each renewal shall be confirmed in writing by GREENE-HAZEL and the COUNTY and shall be subject to the terms and conditions set forth in the original Agreement and its amendments.
- 10.2 **Event of Default.** In the event that either Party fails to perform any of its obligations 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 11.1 any such termination shall not limit the legal or equitable rights and remedies that may be available to any Party.

ARTICLE XI
Dispute Resolution

- 11.1 **Dispute Resolution.** Any dispute arising under this Agreement shall be addressed by representatives of the COUNTY and GREENE-HAZEL as set forth herein. Dispute shall be set forth in writing to the County Manager with a copy to the County Attorney and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Manager or his/her designee and a representative of GREENE-HAZEL. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Manager or his/her designee, and the County Attorney and the County Manager shall meet with GREENE-HAZEL representative(s). Said meeting shall occur within thirty (30) days of the notification by the County Manager. If there is no satisfactory resolution the claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by COUNTY from a Florida Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be split by the parties. If either Party initiates a Court proceeding and the Court orders, or the parties agree to, mediation, the cost of mediation shall be split by the parties. GREENE-HAZEL shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the

procedures set forth herein are followed. The provisions in this section shall survive the termination of this Agreement.

ARTICLE XII
General Provisions

- 12.1 Recitals. The Parties acknowledge that the statements contained in the recitals above are true and correct, and the recitals are incorporated herein by reference and made a part hereof.
- 12.2 Assignment. This Agreement may not be assigned or subcontracted by GREENE-HAZEL without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.
- 12.3 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of a third party.
- 12.4 Notices. Any notice required hereunder shall be in writing, signed by a duly authorized officer, and shall be delivered personally (by courier or otherwise), sent by certified mail, 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 GREENE-HAZEL is to be notified:

Clarence F. Greene
CEO
GREENE-HAZEL and Associates, Inc.
10739 Deerwood Park Boulevard, Suite 200
Jacksonville, FL 32256

When COUNTY is to be notified:

Ted Selby
County Manager
96135 Nassau Place, Suite 1
Yulee, FL 32097

With a copy to:

Michael S. Mullin
County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

A Party may, by notice given in accordance with this Section 12.4 to the other Party, designate another address or person to which notice is 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.

- 12.5 Captions; Partial Invalidity. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such provisions of the agreement nor in any way affect this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or enforceability of such provision shall not affect the remaining provisions of this Agreement.
- 12.6 Change in Law or Regulations. Should any federal or state statute, regulation, or rule now existing, or enacted or promulgated after the effective date of this Agreement, be enacted or interpreted by any court, governmental body, or agency having jurisdiction over GREENE-HAZEL or COUNTY during the term of this Agreement so as to materially affect the ability of a Party to perform any provision of this Agreement, then the Parties shall forthwith and in good faith amend the provision of this Agreement affected by such actions as reasonably necessary to comply with such law, regulation, or rule. Any such amendment shall preserve the underlying economic and financial arrangements between the Parties hereto.
- 12.7 Intellectual Property. Any copyrightable or patentable intellectual property or documents created specifically for or on behalf of COUNTY produced as a result of work or services performed under this Agreement, or in any way connected with the Agreement, shall be the property of COUNTY, with only such exceptions as are clearly expressed and reasonably valued in the Agreement.
- 12.8 Amendment or Modification. This Agreement may not be amended or modified except by a written instrument executed by the Parties hereto. All amendments and modifications shall be in the form of a supplemental agreement.
- 12.9 Entire Agreement. This Agreement and attachments embody the entire Agreement among the Parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous, oral or written, understandings, negotiations, or communications on behalf of such Parties.
- 12.10 Survival. The provisions in Section 9.2 (Indemnification) and Section 11.1 (Dispute Resolution) shall survive the termination of this Agreement.
- 12.11 Applicable Law, Venue, Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal action or proceeding arising out of or construing this Agreement shall lie in the state courts for Nassau County, Florida. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns.
- 12.12 Waiver. 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. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

- 12.13 Non-exclusivity. Nothing in this Agreement shall be construed to confer upon GREENE-HAZEL the exclusive right to provide services to eligible consumers in all geographic areas, and COUNTY explicitly reserves the right to contract with other organizations or agencies providing similar services in GREENE-HAZEL's geographic area.
- 12.14 Filing of Agreement. A certified copy of this Agreement and any amendments, modifications, and supplemental agreements shall be filed with the Nassau County Clerk.

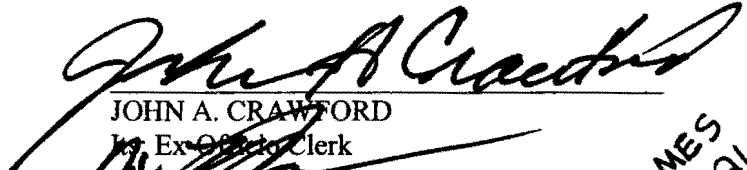
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



 PAT EDWARDS
 Its: Chairman

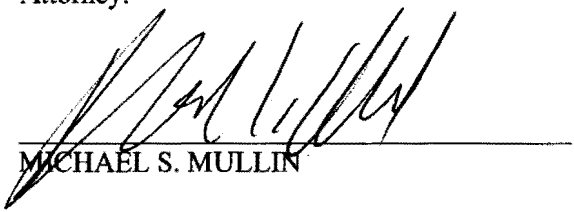
ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the Nassau County
Attorney:

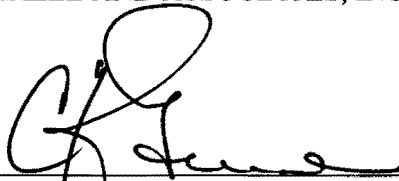
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 MICHAEL S. MULLIN

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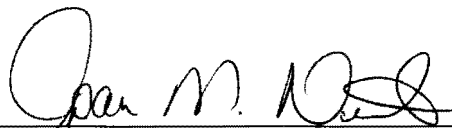
GREENE-HAZEL AND ASSOCIATES, INC.



CLARENCE F. GREENE
Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 12th day of October, 2015, by ~~CLARENCE F. GREENE~~ Joan M. Newton of GREENE-HAZEL & ASSOC, INC a Florida For Profit corporation, on behalf of the corporation, who is () personally known to me or () has produced _____ as identification.



(Affix official seal)

Joan M. Newton
Notary Public
State of Florida
My Commission Expires 12/18/2017
Commission No. FF 77749

Notary Public, State of Florida
Joan M. Newton
Print or type Name
Notary Public, State of Florida
My Commission Expires: 12-18-17

EXHIBIT A

Professional Services Overview

1. Deliver Latest Information on Health Care Reform.
 - Provide guidance on requirements and notices.
 - Summarize key compliance deadlines and delays.
 - Email special alerts when requirements change.
 - Provide annual checklist for each year's requirements.
2. Analyze Client's Group Medical Benefits Needs and Physician Networks.
 - Review current plans.
 - Determine Nassau County's strategic objectives.
3. In Bid Years – Survey the Marketplace for Appropriate Plans and Carriers.
 - Write and analyze the results of the Request for Proposal.
 - Provide a comprehensive review of proposal results.
 - Evaluate and compare plans.
 - Confirm that key physicians are in proposed network.
 - Support as necessary in the event of a bid protest.
4. Present Plan Alternatives That Meet Benefit Needs.
 - Prepare presentations for the Insurance Committee, Management, and Board.
 - Explain plan differences.
5. Manage Contracts.
 - Explain requirements for group coverage.
 - Review participation requirements.
 - Assist with contact and administrative policy alignment.
6. Prepare Master Application, Supporting Documents, and Employee Enrollment.
 - Assemble group application, which defines the terms of the plan.
 - Include eligibility rules supplied by group with the application by the carrier(s).
 - Manage all matters relating to the formal contract.
7. Assist in Preparation and Maintenance of Plan Documents.
 - Assist in preparation of formal Plan Document to comply with Nassau County requirements.
 - Facilitate amended Documents in the event of any changes to Nassau County required provisions or material changes to plan information and benefits.
 - Provide distribution guidelines for Documents.
8. Support Employee Benefits and HR Needs.
 - Be available to appropriate Nassau County personnel to respond to questions regarding plan eligibility.
 - Keep clients ahead of the curve by notifying them of changes to the law regarding issues that will directly impact their businesses.
 - Provide HR and benefits monthly newsletter and online HR library.
 - Provide summary of major required health plan notices.

9. Facilitate Renewal and Track Plan Throughout the Year.
 - Negotiate all pricing, contracts, and services on behalf of Nassau County.
 - Provide explanations of plan matters and renewal as needed to management representatives of Nassau County including Human Resources, the Insurance Committee, and the Board of County Commissioners.
 - Design plan alternatives in line with budget and priorities.
 - Track emerging monthly claims experience and provide underwriting services to keep Nassau County informed of emerging claims and pricing matters.
 - Meet quarterly with designated Nassau County personnel to review medical benefit plan issues and discuss emerging claims experience.
 - Provide underwriting analysis and independent carrier claim tracking.
 - Facilitate claims review meetings with the insurance carrier at a pre-determined schedule.

10. Matters Relating to Constitutional Officers.
 - Explain benefit issues and assist the Constitutional Officers regarding medical benefit plans.

11. Out of Scope of Services.
 - Printing.
 - Direct employee claims service and consulting.
 - Conduct employee communication open enrollment meetings.

12. Insurance Committee.
 - Assist the Committee in their review of medical benefit plans and review of Request for Proposals (RFPs).
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13. At the direction of the County Manager, perform a Review of Sheriff's Office Separately and Collectively during Bid Process.
 - Work with Nassau County and Sheriff's Office to write a custom set of specifications in 2016 to seek proposals for the 2016 plan year that includes and excludes the Sheriff's Office.
 - Serve as a Consultant to the Sheriff's Office in reviewing medical benefit plans.
 - Assist the Sheriff's Office in all matters relating to proposal from another plan or agent.
 - Prepare report(s) presenting assessment of difference plans and the overall affects of said plans.