

AGREEMENT FOR
AGENT OF RECORD / EMPLOYEE INSURANCE CONSULTING SERVICES

THIS AGREEMENT is entered into by and between **Marion County Board of County Commissioners**, a political subdivision of Florida, hereinafter referred to as **Marion County**, having an address of 601 SE 25th Avenue, Ocala, Florida 34471, and **Combined Insurance Services, Inc.**, a Florida registered corporation (EIN: 59-1364026), located at 814 East Silver Springs Blvd, Suite H, Ocala, Florida 34470, hereinafter referred to as ("**Agent**" or "**Agent of Record (AOR)**").

WHEREAS, Combined Insurance Services, Inc., has been appointed to provide agent of record/insurance consulting services to Marion County for Health, Vision, Dental, Life, Long Term Disability, Employee Clinic and IRS Section 125 Flexible Compensation plans; and

WHEREAS, Marion County's Constitutional Offices including the Clerk of Court, Property Appraiser, Sheriff, Supervisor of Elections, Hospital District and Tax Collector have agreed to participate within Marion County's Group insurance and are considered entities within the Marion County group;

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Agent will provide all materials and labor necessary to provide agent of record/insurance consulting services for Marion County as described and set forth within this document.
2. **COMPENSATION.** Agent shall be paid for the services and performance of work as outlined in this Agreement:
 - A. Health Insurance - a lump sum amount of \$275,000 shall be paid directly through the Insurance Carrier to Agent divided into 12 monthly payments over the Agreement period. Any other third-party commissions or compensation agreements or understandings shall be fully disclosed to Marion County annually and agreed upon by all parties.
 - B. Vision, Dental, Life, Long Term Disability- Compensation shall be paid directly through the Insurance Carriers to Agent. Commission percentage on premiums will be as

follows: Dental 5%, Life 4%, Long Term Disability 5%, Vision 10%.

- C. All services under this agreement shall be provided by the Agent at no additional cost to Marion County unless specifically outlined and addressed within this agreement.
 - D. No additional reimbursement or payment for expenses incurred by the AOR will be paid by Marion County including: travel, advertising, printing, binding, postage, delivery, clerical and long distance telephone charges.
 - E. Marion County reserves the right to direct Insurance Carriers to withhold payment for Agent work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by Marion County. Any payment withheld will be released and paid to Agent promptly when work or products are subsequently performed/delivered to Marion County's satisfaction.
 - F. Failure to disclose third-party compensation agreements/understandings to Marion County may result in Marion County's unilateral termination of this Agreement.
3. **TERM & TERMINATION.** This Agreement shall begin on **October 1, 2024** and terminate on **September 30, 2025**. This Agreement will automatically renew for two (2) additional one-year terms, commencing October 1, 2025 and ending September 30 of each successive year, unless either party provides written notice of nonrenewal to the other no later than the first (1st) day of June prior to the nonrenewal effective date. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
4. **AGENT OF RECORD (AOR) DESIGNEE.** The designated AOR for Marion County is William Taylor, main office (352) 237-2181, toll free (800) 473-2181, e-mail: william@combinedinsuranceservices.com. Back-up designee is Bobbye Taylor, email: bobbye@combinedinsuranceservices.com.
5. **CUSTOMER SERVICE:** Agent shall:
- A. Act as Marion County's IRS Section 125 Plan Administrator, providing guidance on rules and regulations, premium conversion and employee insurance benefits and developing and updating the 125 Plan document.

- B. Provide claims assistance and intervention on all plans and product lines.
 - C. Coordinate and assist with compiling any and all applicable data for Marion County's quarterly insurance meetings. Prepare and present information as required and necessary.
 - D. Service Marion County day-to-day administration issues including: resolving vendor and carrier service issues, and addressing questions and concerns raised by Marion County's employees and management.
 - E. Provide a qualified point person for all members (including all employees, dependents, retirees and COBRA participants) to contact directly to assist with claim issues and other insurance related questions.
 - F. Provide private, direct access phone number to the AOR for Human Resources/Risk and Benefit Services benefit personnel.
 - G. Assist Marion County's legal counsel in preparation of defense should any litigation result from services or advice provided by AOR, and testify in court as needed/requested.
 - H. Provide legal opinion on insurance matters and regulations from a Florida bar-certified attorney.
 - I. Facilitate providing identification cards, summary plan descriptions, and other required documentation and necessary forms for all insurance benefit plans.
 - J. Provide Flexible Spending Account administration acceptable to Marion County. This includes providing debit cards to Marion County employees, providing on-line access for Marion County employees to review balances, review recent transactions, submit claims and direct payments to members.
 - K. Provide or facilitate COBRA administration for applicable employee benefits.
 - L. Provide for the billing, collections, and premium remittance for all retiree coverage enrollments. Submit retiree premium funding to Marion County Finance.
 - M. Provide for collection and transfer to Marion County Finance PCORI fees and assistance for the annual filing.
- 6. EDUCATION/ENROLLMENT:** Agent shall:
- A. Provide assistance with the enrollment system used by Marion County.

- B. Prepare and assist with the development of content for the online enrollment website as requested. This includes updating plan designs, posting information, documents, forms, etc., monitoring surveys, and any other review, update or implementation as requested.
 - C. Assist retirees with enrollment into the online enrollment system upon request.
 - D. Provide educational and communication tools to increase awareness and help contain costs.
 - E. Prepare and coordinate preparation of Marion County's Benefit Booklet as requested which is derived from the summary plan descriptions and any other applicable information, forms and/or resources.
 - F. Create communications and presentations outlining the plans to all employees and retirees for open enrollment, as well as other times as requested.
 - G. Coordinate with Risk and Benefit Services to conduct employee and retiree open enrollment meetings if requested. Dates, times, locations and number of meetings each year to be agreed upon by both Marion County and Agent.
 - H. Prepare, print and mail retiree open enrollment communications as agreed upon by Agent and Marion County.
 - I. Agent shall work with and schedule carriers to present at open enrollment meetings as applicable and agreed upon by Agent and Marion County.
 - J. Upon request prepare and distribute annual surveys to employees via email to evaluate various benefits, services, etc. Provide survey results and analysis to Risk and Benefit Services.
7. **COMPLIANCE:** Agent shall:
- A. Prepare, coordinate and provide all compliance related documents as required. Review documents required by fully-insured carriers as well as other documents required by the Employer through Section 125, Affordable Care Act, Medicare D

Notices, etc.

- B. Review all contracts, summary plan descriptions, documents and other information as requested for accuracy.
- C. Provide up-to-date and accurate information related to healthcare reform, compliance and other benefits-related legislation which might arise.

8. INSURANCE RENEWALS: Agent shall:

- A. Assist Marion County in budget development estimates of expected insurance premiums and other costs for the upcoming fiscal year no later than the end of February. Responsible for benchmarking pricing and negotiating Health plan, Wellness program and Wellness coordinator funding, Employee Clinic, Dental plan, Vision plan, Life insurance, Disability insurance, any applicable Supplemental coverages, Employee Assistance Program, Flexible Spending Account administration, COBRA administration, online enrollment system and other plans/products as directed by Marion County.
- B. Present insurance renewal data in a clear and concise manner to Marion County. Analysis must include employer and employee cost comparison, plan design details, contract comparisons, and any other details as requested and applicable.
- C. Prepare and coordinate all "master applications" for any new carriers, and request renewal amendments from existing carriers.
- D. Coordinate with Marion County's actuary.

9. WELLNESS PROGRAM: Agent shall:

- A. Work with Marion County to help facilitate their wellness program including the recruitment, funding and employment of a Health and Wellness Coordinator to be employed by Marion County.
- B. Assist in the development and coordination of the wellness program guidelines, including the wellness exam, blood work, personal health assessment and physical activity requirements. Provide recommendations for improvement and efficiency, and

provide compliance review of programs needed.

- C. Supply best practice knowledge, tools, and resources to support Marion County with building a sustainable wellness program which fits the specific culture, needs and budgetary constraints of the organization.
- D. Analyze data from wellness programs and report findings and provide recommendations, as requested.

10. REPORTING: Agent shall:

- A. Coordinate and obtain any financial reports from the carriers as requested by Marion County. This data must be customized as requested by Marion County.
- 8. Review monthly health claims monitoring reports and advise Marion County of any specific trends, changes or other applicable information as necessary to prepare for future estimated costs.
- C. Provide additional reports as requested.

11. AGENT REPLACEMENT. In the case of service deficiencies, Marion County reserves the right to request the replacement of the assigned insurance agent/broker appointed as the AOR for Marion County.

12. AGENT REPRESENTATIONS.

- A. Agent has examined and carefully studied this Agreement and any other related data.
- 8. Agent is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- C. This Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

14. MARION COUNTY RESPONSIBILITIES. In consideration of the Services provided by Agent, Marion County agrees as follows:

- A. Marion County shall timely produce complete and accurate information including, but not limited to, employee census data, current financial and loss information if applicable, and any other information, necessary for the effectuation of insurance coverage at the request of Agent. Marion County further agrees to provide Agent with notice of any material changes in Marion County's business operations, risk exposures

or in any other material information provided under this Agreement. In addition, Agent shall confirm the accuracy and recommend any changes to insurance policies issued to Marion County.

- B. This Agreement shall in no way obligate Marion County to procure any insurance or to use Agent for any insurance it wishes to procure. If, however, Marion County nonetheless chooses to procure its insurance through Agent:
- 1) Marion County shall timely pay all premiums and fees or coordinate payment through applicable insurance carrier.
 - 2) Marion County shall provide Agent with at least ninety (90) days' notice in advance of any policy effective date in the event Marion County intends to allow competing Agents or brokers to solicit or market insurance.

15. INSURANCE PROVISIONS.

- A. Insurance Requirements. During the term of the Agreement, Agent at its sole expense shall provide insurance in such a type and with such terms and limits as noted below. These insurance requirements shall not relieve or limit the liability of Agent. Marion County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Agent's interests or liabilities, but are merely minimums. No insurance is provided by Marion County under this Agreement to cover Agent.
- a) Commercial General Liability: Coverage must be afforded under a Commercial General Liability policy with limits not less than
 - \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
 - \$1,000,000 each occurrence for Products and Completed Operations
 - b) Professional Liability and/or Errors and Omissions Liability: Coverage must be afforded for Wrongful acts for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate. Agent must keep insurance in force until the third anniversary of expiration of this agreement. Evidence of continual coverage must be provided to Marion County's Risk Manager.
 - c) Workers' Compensation and Employer's Liability: Coverage to apply for all

employees at Statutory Limits in compliance with applicable state and federal laws. Employer's liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

- B. Certificates. Agent shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an AM Best rating of at least an A- or better, showing Marion County as an Additional Insured for General Liability. For Insurance written on a "Claims Made" form, certificate shall show a retroactive date, which should be the same date of this Agreement (original if contract is renewed) or prior.

Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an additional insured and shall be listed as Marion County Board of County Commissioners. The coverage shall contain no special limitation on the scope of protection afforded.

- 16. INDEPENDENT CONTRACTOR STATUS.** Marion County expressly acknowledges Agent is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Marion County to exercise control or discretion over the manner or method by which Agent performs hereunder.

- 17. ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

- 18. NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Agent. This Agreement shall not restrict Marion County from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

- 19. PUBLIC RECORDS.** If, under this Agreement, Agent is providing services and acting on behalf of Marion County as provided under section 119.011(2), Florida Statutes, Agent shall:

- A. Keep and maintain public records required by Marion County to perform the

Agreement.

8. Upon request from Marion County's custodian of public records, provide Marion 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 provided in Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if Agent does not transfer the records to Marion County.
- D. Upon completion of this Agreement, transfer, at no cost, to Marion County all public records in possession of Agent or keep and maintain public records required by Marion County to perform the service. If Agent transfers all public records to Marion County upon completion of this Agreement, Agent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agent keeps and maintains public records upon completion of this Agreement, Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Marion County upon request from Marion County's custodian of public records, in a format that is compatible with the information technology systems of Marion County.

**IF AGENT HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO AGENT'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT MARION COUNTY'S CUSTODIAN OF PUBLIC
RECORDS AT:**

Public Relations

601 SE 25th Avenue

Ocala, FL 34471

Phone: 352-438-2300, FAX: 352-438-2309

Email: PublicRelations@MarionCountyFL.org

19. **TAX EXEMPTION.** Marion County is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8013896064C-4). Marion County's Employer Identification Number is 59-6000735. Agent doing business with Marion County will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with Marion County, nor will Agent be authorized to use Marion County's Tax Exemption Number for securing materials listed herein.
20. **AUDIT.** Agent shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, Marion County's Internal or External auditors or by any other Florida official with proper authority.
21. **PUBLICITY.** Agent shall not use Marion County's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without Marion County's prior written approval.
22. **DEFAULT.** This Agreement is critical to Marion County and Marion County reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of Agent to carry out any obligation, term, or condition of the Agreement. Marion County will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of Agent including, but not limited to, any of the following:
- A. Agent fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. Agent fails to complete the work required within the time stipulated in the Agreement; and
 - C. Agent fails to make progress in the performance of the Agreement and/or gives Marion County reason to believe that Agent will not or cannot perform to the requirements of the Agreement.
23. **REMEDIES/OPPORTUNITY TO CURE.** If Agent defaults on any provision of this Agreement, Marion County may, at its sole discretion, give written notice to Agent detailing Agent's violations and giving Agent an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of Marion County within the time

required by Marion County to cure the default. after the date of notice of violation, Marion County may, without further notice, declare Agent to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Agent hereunder.

Notwithstanding Marion County's termination of the Agreement, Agent shall remain liable to Marion County for damages, costs, or attorney's fees arising prior to such termination. In case of default. Marion County reserves the right to hire another Agent to complete the required work in accordance with the needs of Marion County. Marion County may recover any actual excess costs from Agent by: (a) Deduction from an unpaid balance, (b) Any other remedy as provided by law.

24. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

25. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under this Agreement.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Agent be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Agent shall be entitled to an extension of time only, provided however, that in no event

shall Agent be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

26. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
27. **INDEMNITY.** Agent shall indemnify Marion County and its elected officials, employees and volunteers against, and hold Marion County and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which Marion County or its elected officials, employees or volunteers may sustain, or which may be asserted against Marion County or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Agent, its agents, and employees.
28. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by Marion County to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
29. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

30. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
31. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
32. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
33. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
34. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
35. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
36. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party

individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

AGENT OR AGENT OF RECORD (AOR):

MARION COUNTY:

COMBINED INSURANCE SERVICES, INC.

**MARION COUNTY,
a subdivision of the State of Florida**

By: _____

Its: Chairman

By: _____

Its: Chairman

ATTEST:

Greg Harrell
Clerk of Court

APPROVED AS TO FORM AND LEGALITY:

For: _____
Matthew Minter
County Attorney