



Agenda Item Details

Meeting Jun 24, 2024 - Regular Meeting

Category 7. Consent Agenda

Subject 7.15 Extension of Employee Benefits Brokerage Services Agreement with Foundation

Risk Partners Corp, DBA Acentria Public Risk, presented by Dr. Lee Hale, Assistant Superintendent of Human Resources, and recommended by the Superintendent for

approval.

Access **Public**

Type Action (Consent)

Preferred Date Jun 24, 2024

Absolute Date Jun 24, 2024

Fiscal Impact Yes

Dollar Amount 170,000.00

Budgeted Yes

Recommended

Motion to approve renewal of Brokerage Services Agreement with Acentria Public Action Risk

Public Content

This agreement will extend Acentria Public Risk's representation of the district for employee benefits brokerage services. Under this agreement, Acentria will perform services including but not limited to:

- · Securing contracts for employee benefits
- · Negotiating renewal rates
- Administration of the self-funded group medical plan
- Assisting with Open Enrollment

For additional information please contact Dr. Lee Hale at (850) 833-5801.

OCSD Broker Services Agreement Extension - 2024.pdf (140 KB)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

FIRST AMENDMENT TO BROKER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this "<u>First Amendment</u>") is made and entered into as of June _____, 2024, by and among FOUNDATION RISK PARTNERS, CORP. dba ACENTRIA PUBLIC RISK, a Delaware corporation ("<u>FRP</u>") and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a Florida Government entity (the "<u>Client</u>"). FRP and the Client are collectively referred to herein as the "<u>Parties</u>".

RECITALS

WHEREAS, FRP and the Client entered into a Broker Services Agreement, dated October 12, 2021 (the "Agreement");

WHEREAS, FRP has been providing services to the Client;

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, FRP and the Client desire to extend the Term and further amend the Agreement as more fully set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants set forth in this First Amendment and, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. <u>Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:</u>

This agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) additional term of three (3) years (the "Extended Term," and together with the Initial Term, the "Term"), unless cancelled by either party should the party elect to not renew this Agreement by providing advance written notice at least thirty (30) days in advance of the expiration of the then current Term. Notwithstanding any provisions of this Agreement to the contrary, the Client may terminate this Agreement in accordance with Section 3, subsection 34(c) titled Termination of Contract (Non-appropriation) of the Client's RFP #21-01.

2. <u>Exhibit B – Pricing</u> attached to the Agreement is revoked in its entirety and replaced with Schedule 1, attached hereto and incorporated herein.

MISCELLANEOUS

3. <u>Effect on Agreement</u>. The terms and provisions of the Agreement not specifically amended or modified by this First Amendment shall remain in full force and effect and shall not be construed to have been amended, modified, waived, discharged or otherwise altered by this

First Amendment. From and after the date of this First Amendment, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereto", "hereto", "hereunder", and any words of similar import shall be deemed references to the Agreement as amended by this First Amendment. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this First Amendment.

[Remainder of Page Intentionally Left Blank/ Signature Page Follows]

IN WITNESS WHEREOF, the parties effective as of the date set forth above.	hereto have executed this First Amendment
FRP:	FOUNDATION RISK PARTNERS, CORP. dba Acentria Public Risk
	Ross Beach Director of Risk Management
CLIENT: Attest:	THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA
By: Marcus D. Chambers Superintendent and Corporate Secretary Date:	By:

SCHEDULE 1

Option 2

Brokerage Fee

metades 5,000 printed Benefits Reference Guides
\$113,333
\$170,000
\$170,000
\$170,000
\$170,000
\$170,000

Our proposed fee includes all scope of services detailed in the Okaloosa County School District's RFP. There is no hourly charges or fees based on staff level or travel, and no limit to the number of onsite meetings.

The proposed compensation also includes:

- Call Center through Web Benefits Design for Open Enrollment
- Enrollment Platforms and Benefits Administration Technology team
- Production of annual employee Benefits Reference Guide
- Online HR library and on-demand HR service
- Acentria Client Portal 24/7 online risk management and compliance resource center
- Certified Compliance team
- Section 125 plan document and management
- ACA reporting assistance
- CMS Medicare Part D reporting
- All travel costs