City of Jacksonville, Florida

Lenny Curry, Mayor

Employee Services Department
City Hall, 117 West Duval St., Suite 150
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Greg Pease, Chairperson
Professional Services Evaluation Committee

FROM: Mary DiPerna, Division Chief, Compensation and Benefits Mary DiPerna

SUBJECT: P42-15 COBRA Administration
Amendment #3

DATE: September 24, 2018

This is to recommend that the City approve the third amendment to the contract with TASC for COBRA administration. The contract shall be for a one-year period effective January 1, 2019 through December 31, 2019; rates will remain the same and the total indebtedness for CY 2019 shall not exceed $50,000; the maximum indebtedness shall not exceed $150,000.

All other terms and conditions shall remain the same as proposed. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

Thanks.

Attachment: Letter of Renewal 2019

July 19, 2018

Robert E. Parr, Chief of Compensation and Benefits
City of Jacksonville
117 West Duval Street, Suite 150
Jacksonville, FL 32202

Dear Robert,

In consideration that TASC (the CONSULTANT) and City of Jacksonville (the CITY) wish to memorialize the term and fees for the renewal of the Agreement and First Amendment under which CONSULTANT provides COBRA administration for the CITY:

WHEREAS, Parties agree to renewing the current agreement at the current rates with no change in administrative services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:

1. **Term of Agreement.** This Renewal Letter extends the Agreement (# 10195) for a new term of 1 year, January 1, 1019 through December 31, 2019.

2. **Pricing.** The fees listed below for COBRA and HIPAA Services defined in the Agreement are Guaranteed for a one-year renewal period identified above, January 1, 1019 through December 31, 2019:

TASC COBRA Administrative Services Per health-enrolled employee on the Employer's health plan(s) per month	$0.45 / $500 minimum per month
TASC HIPAA Compliance Services	$100 annual renewal fee

3. All other terms and considerations of the Agreement #10195 and First Amendment remain as written.

We hereby confirm our acceptance of the renewal terms as indicated above:

City of Jacksonville

By: _____ Date: _____

TASC (Consultant)

By: Nishaney Lux Date: July 20, 2018

Sincerely,

Steven E Syrkin
Vice President, TASC

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

November 2, 2017

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-42-15 COBRA Administration Services (Amendment No. 2)
Employee Services Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 10195 between the City of Jacksonville and Total Administrative Services Corporation (TASC) for COBRA Administration is amended to: (i) exercise the second of four (4) renewal options extending the period of service from January 1, 2018 through December 31, 2018 with two (2) options remaining; and (ii) increase the maximum indebtedness by $50,000 to a new not-to-exceed total maximum of $100,000. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures and applicable Federal and State laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

N.K.

APPROVED:

Lenny Curry, Mayor

This 2nd day of November, 2017

GP: ab

cc: Council Auditor
Jeff Close, OGC
Melba Gray, GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

ENTERED

City of Jacksonville, Florida

Lenny Curry, Mayor

Employee Services Department
City Hall, 117 West Duval St., Suite 150
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Greg Pease, Chairperson
Professional Services Evaluation Committee

FROM: Bob Parr, Division Chief, Compensation and Benefits
Mary DiPerna, Manager, Compensation and Benefits

SUBJECT: P42-15 COBRA Administration
Amendment #2

DATE: October 24, 2017

This is to recommend that the City approve the second amendment to the contract with TASC for COBRA administration. The contract shall be for a one-year period effective January 1, 2018 through December 31, 2018; rates will remain the same and the total indebtedness for CY 2018 shall not exceed $50,000; the maximum indebtedness shall not exceed $100,00 .

All other terms and conditions shall remain the same as proposed. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

Thanks.

Attachment: Letter of Renewal 2018

October 17, 2017

Robert E. Parr, Chief of Compensation and Benefits
City of Jacksonville
117 West Duval Street, Suite 150
Jacksonville, FL 32202

Dear Robert,

In consideration that TASC (the CONSULTANT) and City of Jacksonville (the CITY) wish to memorialize the term and fees for the renewal of the Agreement and First Amendment under which CONSULTANT provides COBRA administration for the CITY:

WHEREAS, Parties agree to renewing the current agreement at the current rates with no change in administrative services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:

1. **Term of Agreement.** This Renewal Letter extends the Agreement (# 10195) for a new term of 1 year, January 1, 1018 through December 31, 2018.

2. **Pricing.** The fees listed below for COBRA and HIPAA Services defined in the Agreement are Guaranteed for a one-year renewal period identified above, January 1, 1018 through December 31, 2018:

TASC COBRA Administrative Services Per health-enrolled employee on the Employer's health plan(s) per month	$0.45 / $500 minimum per month
TASC HIPAA Compliance Services	$100 annual renewal fee

3. All other terms and considerations of the Agreement #10195 and First Amendment remain as written.

We hereby confirm our acceptance of the renewal terms as indicated above:

City of Jacksonville

By: _____ Date: _____

TASC (Consultant) - Nisha Weyker, EVP

Nisha Weyker

By: _____ Date: October 17, 2017

Sincerely,

Steven E Syrkin, Vice President, TASC

10195
Amd 2

SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TOTAL ADMINISTRATIVE SERVICES CORPORATION
FOR
COBRA ADMINISTRATION SERVICES

THIS SECOND AMENDMENT to Agreement is made and entered into in duplicate as of this 22 day of Nov, 2017, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter the "CITY"), and TOTAL ADMINISTRATION SERVICES CORPORATION, a foreign profit corporation with principal office at 2302 International Lane, Madison, Wisconsin 53704 (hereinafter the "CONSULTANT"), for COBRA administration services (hereinafter the "Project").

RECITALS:

WHEREAS, on May 2, 2015, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 10195 (the "Agreement"); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by exercising the second of four (4) one-year renewal options so as to extend the period of service from January 1, 2018, through December 31, 2018, with two (2) one-year renewal options remaining, and by increasing the maximum indebtedness by $50,000.00 to a new total maximum indebtedness not to exceed $100,000.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 3.01 of said Agreement is amended by exercising the second of four (4) one-year renewal options so as to extend the period of service from January 1, 2018, through December 31, 2018, with two (2) one-year renewal options remaining, and as amended shall read as follows:

> "3.01. The term of this Agreement shall become effective as of January 1, 2016, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until December 31, 2018, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to this Agreement. This Agreement may be renewed in the sole discretion of CITY for up to two (2) additional one (1) year periods upon terms and conditions mutually agreeable to the parties."

3. Section 7.01.02 of said Agreement is amended by increasing the maximum indebtedness by $50,000.00 to a new total maximum indebtedness not to exceed $100,000.00, and as amended shall read as follows:

> "7.01.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000.00) FOR THE TERM OF THIS Agreement."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor
Mayor E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

By _____
Signature

STEVEN SYRKIN
Type/Print Name

Vice President
Title

TOTAL ADMINISTRATION SERVICES CORPORATION

By _____
Signature

Nisha Weyker
Type/Print Name

Executive Vice President Sales Operations
Title

Form Approved:

_____
Assistant General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Administration and Finance

10195
Amd 2

City of Jacksonville, Florida

Lenny Curry, Mayor

ONE CITY. ONE JACKSONVILLE.

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

November 2, 2017

160302

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-42-15 COBRA Administration Services (Amendment No. 2)
Employee Services Department

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The following motion/recommendation was **adopted**:

That Contract No. 10195 between the City of Jacksonville and Total Administrative Services Corporation (TASC) for COBRA Administration is amended to: (i) exercise the second of four (4) renewal options extending the period of service from January 1, 2018 through December 31, 2018 with two (2) options remaining; and (ii) increase the maximum indebtedness by $50,000 to a new not-to-exceed total maximum of $100,000. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures and applicable Federal and State laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
N.K. Evaluation Committee

APPROVED:

MR

Lenny Curry, Mayor

This 2nd day of November, 2017

GP:ob

cc: Council Auditor
Jeff Close, OGC
Melba Gray, GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05