

**ORDINANCE NO. 21-182**

**AN ORDINANCE AUTHORIZING AND APPROVING A CONSULTING AGREEMENT WITH THE ASHLEY GROUP | A ONE DIGITAL COMPANY OF SANDUSKY, OHIO, FOR CONSULTING AND BROKERAGE SERVICES RELATED TO THE CITY'S HEALTH INSURANCE PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Audit/Finance Committee, utilizing the services of insurance consultants, Crain, Langner & Associates who facilitated the process and reviewed the proposals, and at their meeting on October 23, 2015, unanimously recommended The Ashley Group to administer the City's health insurance program for the calendar year 2016; and

**WHEREAS**, the City Commission previously approved Consulting and Brokerage Agreements with The Ashley Group of Sandusky, Ohio, for the administration of the City's Health Insurance Program by Ordinance No. 15-164, passed on November 23, 2015, and Ordinance No. 18-178 passed on September 10, 2018; and

**WHEREAS**, the initial term of this agreement is for three (3) years, commencing November 1, 2021, and thereafter will remain in effect until terminated; and

**WHEREAS**, the cost for the services is \$4,250.00 per month for a total amount of \$51,000.00 annually and will be paid with Health Insurance Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and avoid any lapse in coverage; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission authorizes and approves a Consulting Agreement with The Ashley Group | A Digital Company of Sandusky, Ohio, for consulting and brokerage services related to the City's Health Insurance Program commencing on November 1, 2021, copy of which is marked Exhibit "1" and is attached to this Ordinance, and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent

with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in the amount of \$4,250.00 per month for a total annual amount **not to exceed** Fifty One Thousand and 00/100 Dollars (\$51,000.00) to The Ashley Group | A One Digital Company of Sandusky, Ohio.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: November 8, 2021

# Consulting Agreement

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This Consulting Agreement (Agreement) is between City of Sandusky (Client) and The Ashley Group | A One Digital Company (Consultant), effective date to be November 1, 2021.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

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

Consultant will provide Client with the consulting and brokerage services listed below:

- A. Review and analyze current program including a detailed review of the existing plan design
- B. Identify and prioritize the Client's objectives for benefit plans
- C. Develop near and long-term benefit strategy
- D. Integrate benefit program into the Client's overall employee compensation program
- E. Analyze historical costs
- F. Analyze appropriate funding mechanisms including cash-flow, risk transfer and fixed costs
- G. Compare plan performance to Client objectives on an annual (quarterly) basis
- H. Analyze vendors and networks to develop potential alternatives
- I. Provide detailed quarterly claims experience reviews with carrier(s) and Client. Including analysis of trends, quarterly renewal projections and ERISA compliance, as necessary
- J. Communicate with Client's Human Resources personnel regarding benefits program issues, including employee meetings and communications
- K. Meet with Client's management or benefits personnel as requested and at regular (quarterly) intervals
- L. Participate in in-person meetings with Client's employees, administrators, and collective bargaining unit representatives to negotiate and finalize employee benefit plans
- M. Issue all certificates as of the effective date
- N. Provide claim problem resolution as requested by the Client
- O. Provide billing problem resolution
- P. Provide coverage interpretation
- Q. Provide on-line claims and enrollment administration access to employee benefits office

- R. Provide full and complete subrogation action and collection from negligent party for the benefit of the Client
- S. Keep Client informed of current State, Federal and local legislative developments including the Affordable Health Care Act
- T. At renewal, negotiate with current vendors
- U. Coordinate enrollment with Client and employees and dependents
- V. Provide education to Client's benefits personnel regarding changes/new administrative procedures
- W. Provide annually/monthly/quarterly compliance deadlines
- X. Develop and implement a detailed account Stewardship Report plan, which should include, but not be limited to, the following:
  - Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs ("Reports"); and
  - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements ("Action Plan")

## 2. 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 timely payments of the service fees as set forth elsewhere in this Agreement.

## 3. Term & Termination

### A. Term.

The initial term of this Agreement shall be three years, commencement date to be November 1, 2021. Thereafter, this Agreement will remain in effect until terminated as described below.

### B. Termination.

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

- a) 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) effective upon six (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) By mutual written agreement of the parties.

## 4. Cost of Services

- A. \$4,250.00/month. Such fees should be a base fee for services and should assume Consultant would not be entitled to any commissions, overrides, bonuses or incentives for any coverage procured on behalf of the Client. Consultant should indicate any exceptions to this requirement.

- B. In the event a particular insurance company whose coverage is most advantageous to the Client will not write coverage net of commission, commissions received for coverage procured by the Consultant shall be disclosed and credited against the base fee.

**5. Personnel**

Consultant will assign 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 Account Management Team consists of the following individuals:

Primary Service Team:            Nick Gerber, Partner  
   Ashley Grisez, Director of Client Services  
   Heidi Mougey, Account Manager

Additional Key Resources:    Sephora Fannin, Benefit Analyst  
   Timothy Paradiso, President

**6. Records and Information**

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

**7. Independent Contractor.**

It is understood and agreed that Consultant is engaged by Client to perform 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 email) instructions from Client as to policy and procedure.

**8. Fiduciary Responsibility.**

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

**9. Entire Agreement**

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 both parties.

**City of Sandusky**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

**The Ashley Group | A One Digital Company**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

**EXHIBIT "1"**