AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. FOR
INSURANCE, EMPLOYEE EXCESS STOP LOSS
RFP #19-0516

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY) and Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue, and its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted Request for Proposal (RFP) #19-0516 seeking entities to provide excess stop loss insurance to the COUNTY; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide excess stop loss insurance to the COUNTY.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide excess stop loss insurance to the COUNTY as described in the Scope of Services, attached and incorporated by reference as Attachment A, as modified or clarified by the Addendums attached and incorporated by reference as Attachment B, and as proposed by the CONTRACTOR in its proposal submitted to RFP# 19-0516, which is incorporated herein by this reference (“Service”). It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY’s Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 This Agreement is effective upon the date of execution and will be for a term of one (1) year with the option for four (4) one (1) year renewal terms. The COUNTY and CONTRACTOR agree that this Agreement will be for the Services effective October 1, 2019. Renewals of this Agreement is contingent upon written agreement of the parties. The prices set forth in this Agreement will prevail for the full duration of the initial contract term.
Article 4. Payment

4.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement as provided in the proposal included in the Scope of Services attached as Attachment A. The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment upon on all undisputed invoices within forty-five (45) days from receipt by the COUNTY. The COUNTY will agree to pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

4.2 Upon formal acceptance of the CONTRACTOR’s work by the COUNTY, the CONTRACTOR shall submit annual invoices to the COUNTY.

4.3 In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 The COUNTY retains the right to inspect all Services provided by CONTRACTOR to verify compliance with this Agreement.

Article 6. Special Terms and Conditions

6.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon ten (10) calendar days’ written notice to the CONTRACTOR; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar days’ written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR’s breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days’ written notice for the CONTRACTOR to cure the breach and the CONTRACTOR’s failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.
C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated and the CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

6.2 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY's Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee.

6.3 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against claims, demands, or causes of action for injuries received or damage to property relating to the performance of duties, services and obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by the CONTRACTOR to the COUNTY and Procurement Services Director within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins. The parties agree that the policies of insurance and confirming certificates of insurance must ensure the CONTRACTOR is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office utilized and filed by the insurer or equivalent, with the following minimum limits and coverage:

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<tbody>
<tr>
<td>$1,000,000/2,000,000</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>$50,000</td>
<td>$5,000</td>
<td>Included</td>
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</table>

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

<table>
<thead>
<tr>
<th>Combined Single Limit</th>
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<tbody>
<tr>
<td>$1,000,000</td>
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</table>

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain
workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability with the following minimum limits and coverage:

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<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease-Each Employer</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease-Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(v) Professional liability insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as an additional insured as their interest may appear on all applicable policies except Professional Liability.

C. The CONTRACTOR must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONTRACTOR’s specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, applicable to all policies except Professional Liability, that coverage afforded the County as an additional insured will be primary and noncontributory.

E. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

F. All self-insured retentions must appear on the certificates.

G. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR and subcontractor providing such insurance.

H. The CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor’s requirements.

I. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

J. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or subcontractors, nor a failure to disapprove that insurance, will relieve the
CONTRACTOR or subcontractor of full responsibility of liability, damages, and accidents as set forth in this Agreement.

6.4 **Indemnity.** The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees to indemnify, and hold the COUNTY, its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR’s duties as set forth in this Agreement.

6.5 **Independent Contractor.** The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.6 **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.7 **Conflict of Interest.** The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.8 **Retaining Other Contractors.** Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.9 **Accuracy.** The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided in this Agreement.
6.10 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.11 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY’s choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the CONTRACTOR’s description of control processes, and the independent auditor’s evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY’s audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR’s invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY’s audit findings to the CONTRACTOR. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

6.12 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR’s office or facility. The CONTRACTOR shall maintain all documents relating to this Agreement for not less than five (5) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements or Federal law, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian’s name and telephone numbers to the COUNTY’s Project Manager.

B. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR must expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable for the COUNTY’s use which may include publishing in the COUNTY’s documents and distribution as
the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.

2. Upon request from the COUNTY's custodian of public records, provide the 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 for by law.

3. 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 this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.


7.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action
resulting from this Agreement will lie solely in Lake County, Florida. The CONTRACTOR hereby waives its right to a jury trial for any action arising from this Agreement.

7.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR’s employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

7.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney’s fees.

7.10 The CONTRACTOR will be the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors may be made without consent of the COUNTY. The CONTRACTOR will be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.
7.11 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.12 Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

Agreement between Lake County and Florida Blue for Insurance, Employee Excess Stop Loss; RFP #19-0516

If to the CONTRACTOR:
Florida Blue
4800 Deerwood Campus Parkway 107
Jacksonville, Florida 32246

cc: Florida Blue
   610 Crescent Executive Court, Ste 600
   Lake Mary, Florida 32746

If to the COUNTY:
Lake County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

cc: Lake County Attorney
   P.O. Box 7800
   Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

7.13 This Agreement incorporates by reference the Florida Blue stop loss insurance policy form #74398-0118 ("Stop Loss Policy"), filed and approved with the state of Florida. Any conflicts between this Agreement and the terms of the Stop Loss Policy shall be resolved in favor of the terms and conditions of the Stop Loss Policy.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman and by the CONTRACTOR through its duly authorized representative.

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

ATTEST:

Gary L. Cooney, Clerk
Board of County Commissioners of Lake County, Florida

Leslie Campione, Chairman

This 21st day of November, 2019.

Approved as to form and legality:

Melanie Marsh, County Attorney

Agreement between Lake County and Florida Blue for Insurance, Employee Excess Stop Loss; RFP #19-0516

CONTRACTOR

Blue Cross and Blue Shield of Florida, Inc.

d/b/a Florida Blue

By:

Printed Name: Lynn Esposito
Title: VP, Sales Operations

This 12th day of November, 2019.
ATTACHMENT A: SCOPE OF SERVICES

The Contractor agrees to provide the County with excess stop loss insurance to the County effective October 1, 2019 and provide the following services:

1. Recognize Blue Cross and Blue Shield of Florida (Florida Blue) as an approved claims administrator.
2. Accept the coverage provisions as described in the Lake County Board of County Commissioners’ plan document.
3. Recognize any plan document changes made to be in compliance with the Federal Laws and Statutes.
4. Base excess loss insurance coverage on the “Eligible Expenses” as processed and paid by the third-party administrator, currently Florida Blue.
5. Include all participating members of the health plan to be covered under this stop loss insurance policy with no “lasering”.
6. Waive any “actively at work” provision for coverage effective October 1, 2019.
7. Agree to monthly self-billing by the Lake County Board of County Commissioners for the premium due.
8. Provide premium rates on a Composite per Employee per month basis.
9. Include medical and pharmacy claims.
10. Proposal shall be based on a Paid contract type with unlimited run in.
11. Provide an individual excess loss coverage maximum life reimbursement of unlimited.
12. Provide an individual excess loss coverage maximum policy period reimbursement of unlimited.
13. Provide an individual excess loss coverage reimbursement level of 100%.
14. Provide timely reporting on large claims activity to Lake County Board of County Commissioners.
15. Process eligible claims and reimbursements and they shall be sent to Lake County Board of County Commissioners within thirty (30) calendar days.
ATTACHMENT A: SCOPE OF SERVICES cont.

<table>
<thead>
<tr>
<th>A. Company Information</th>
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<tbody>
<tr>
<td>Company Name:</td>
<td>Blue Cross and Blue Shield of Florida, Inc.</td>
</tr>
<tr>
<td>Company Location:</td>
<td>4800 Deerwood Campus Parkway, Jacksonville, FL 322</td>
</tr>
<tr>
<td>Primary Contact for Questions</td>
<td>George Eppl</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:george.eppl@bcbsfl.com">george.eppl@bcbsfl.com</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>(407) 833-7703</td>
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<thead>
<tr>
<th>B. Minimum Requirements</th>
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<tr>
<td>Please confirm that your Company's proposal complies with the services below. If you cannot confirm, please provide a detailed explanation.</td>
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<table>
<thead>
<tr>
<th>Scope of Proposal</th>
<th>Confirm: yes or no</th>
<th>If no, Please Explain</th>
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<tbody>
<tr>
<td>1. Company must have a minimum of five (5) years of experience issuing medical excess loss insurance policies.</td>
<td>Yes</td>
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<td>2. Company must have a current A. M. Best financial rating of A or better (Not A-)</td>
<td>Yes</td>
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<tr>
<td>3. Company must recognize Blue Cross and Blue Shield of Florida (Florida Blue) as an approved claims administrator.</td>
<td>Yes</td>
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<td>4. Company must accept the Coverage Provisions as described in the Lake County Board of County Commissioners plan document.</td>
<td>Yes</td>
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<td>5. Company must agree to recognize any plan document changes made to be in compliance with any applicable federal laws and statutes</td>
<td>Yes</td>
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<tr>
<td>6. Company must agree to base excess loss insurance coverage on the &quot;Eligible Expenses&quot; as processed and paid the third party administrator which is currently Florida Blue.</td>
<td>No</td>
<td>Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following:</td>
</tr>
<tr>
<td>7. All participating members of the health plan are to be covered under the stop loss insurance policy with no &quot;laser ing&quot;.</td>
<td>Yes</td>
<td>No new laser at renewal. As a standard BCBSF will offer a renewal without lasers. There is no upfront cost. Additional</td>
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<tr>
<td>8. Company shall agree to waive any “actively at work” provision for coverage effective October 1, 2019</td>
<td>Yes</td>
<td>Actively-at-Work provision is waived as follows: For individuals identified and approved by BCBSF and all</td>
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<tr>
<td>9. Company must agree to monthly self-billing by Lake County Board of County Commissioners for the premiums due.</td>
<td>Yes</td>
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<td>10. Company must be HIPAA compliant and agree to all applicable security and data confidentiality requirements.</td>
<td>Yes</td>
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<tr>
<td>11. Proposed stop loss premiums for the 2019-2020 Plan Year are to be guaranteed based on the benefit and claims information provided and shall not be subject to additional claims information</td>
<td>Yes</td>
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<tr>
<td>12. Premium rates are to be quoted on a Composite per Employee per Month basis.</td>
<td>Yes</td>
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<td>13. The proposal is to include medical and pharmacy claims.</td>
<td>Yes</td>
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<tr>
<td>14. The proposal is to be based on a Paid contract type with unlimited run in</td>
<td>Yes</td>
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<tr>
<td>15. The proposal is to have an individual excess loss coverage maximum life reimbursement of unlimited</td>
<td>Yes</td>
<td></td>
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<tr>
<td>16. The proposal is to have an individual excess loss coverage maximum policy period reimbursement of unlimited.</td>
<td>Yes</td>
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<tr>
<td>17. The proposal is to have an individual excess loss coverage reimbursement level of 100%.</td>
<td>Yes</td>
<td></td>
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<tr>
<td>18. The proposal for individual excess loss coverage is to stand alone from the proposal for aggregate excess loss coverage.</td>
<td>No</td>
<td>Aggregate is not required.</td>
</tr>
<tr>
<td>19. Premium renewals are to be guaranteed no later than June of each year</td>
<td>No</td>
<td>Data through June is required to firm rates.</td>
</tr>
<tr>
<td>20. Provide timely reporting on large claims activity to Lake County Board of County Commissioners</td>
<td>Yes</td>
<td>Reports are available through our online reporting system, MBI.</td>
</tr>
</tbody>
</table>
21. Eligible claims will be processed, and reimbursement sent to Lake County within 30 calendar days of receipt of all required claim information.

22. Company has included a sample contract that will be used with the County if your proposal is selected.

**C. Premium Cost**

Your proposed coverage and rates must be guaranteed for the 2019-20 plan year. Use the "Subscriber" counts provided below to calculate the monthly premiums proposed.

<table>
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<tr>
<th>Subscriber Contracts</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>511</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>688</td>
</tr>
<tr>
<td>Composite Employees</td>
<td>1179</td>
</tr>
</tbody>
</table>

**D. SPECIFIC EXCESS LOSS COVERAGE**

<table>
<thead>
<tr>
<th>Requested Benefits Levels</th>
<th>Plan Year 2019 -20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Stop Loss Level</td>
<td>$300,000</td>
</tr>
<tr>
<td>Annual Specific Corridor Deductable</td>
<td>$665,000</td>
</tr>
<tr>
<td>Composite Employees</td>
<td>1179</td>
</tr>
<tr>
<td>Specific Excess Loss Rate PCEPM</td>
<td>Please refer to the Stop Loss Proposal</td>
</tr>
<tr>
<td>Annual premium using Composite Employee counts</td>
<td>Please refer to the Stop Loss Proposal</td>
</tr>
</tbody>
</table>

**E. Additional Rate Information**

<table>
<thead>
<tr>
<th>Statement</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Proposer has designated an agent, the Proposer confirms that the County's consultant, Robinson Bush, is not designated as the agent.</td>
<td></td>
</tr>
</tbody>
</table>
Confirm any commissions built into the proposal have been included into the rates above. 

F. Limitations, Exclusions, and Underwriting

List below any included riders, limitations, exclusions, and underwriting assumptions that are applicable to your Company's proposal for the following categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Limitations and Exclusions</td>
<td>Quote assumes the Plan Document will include traditional industry provisions and definitions</td>
</tr>
<tr>
<td>Underwriting Assumptions</td>
<td>A complete list of qualifications and contingencies is attached to the stop loss proposal.</td>
</tr>
</tbody>
</table>
| Additional included Benefits (e.g. Renewal cap, premium refund) | a. Immediate specific reimbursement  
b. BCBSF as the claim administrator will provide monthly reporting to the stop loss administrator |

As an officer of the Company, I certify that the information contained in our worksheet is accurate, and our company will be bound by the contents of our proposal.

Signature: [Signature] Date: 8/4/19

Name: Carlton Hobgood Title: VP, Sales
## Florida Blue

**In the pursuit of health**

**Issuing Carrier:** Florida Blue  
**Underwriter:** Shelley Gillespie  
**Group:** Lake County Government  
**TPA:** Florida Blue

---

### INDIVIDUAL EXCESS LOSS COVERAGE

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Option 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Covers</strong></td>
<td>Medical, Rx Card</td>
</tr>
<tr>
<td><strong>Contract Type</strong></td>
<td>24/12</td>
</tr>
<tr>
<td><strong>Annual Specific Deductible per Individual</strong></td>
<td>$300,000</td>
</tr>
<tr>
<td><strong>Aggregating Specific Deductible</strong></td>
<td>$665,000</td>
</tr>
<tr>
<td><strong>Maximum Specific Benefit</strong></td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Maximum Lifetime Reimbursement</strong></td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate Per Month</th>
<th>Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single</strong></td>
<td>511</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td>668</td>
</tr>
<tr>
<td><strong>Composite</strong></td>
<td>1,179</td>
</tr>
<tr>
<td><strong>Estimated Annual Premium</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Rate(s) Includes Commission of:** 0.00%

---

**CB/10/2019 7:44:51 am**  
**Administered By:** ISU  
101 W Southlake Boulevard, Suite 205, Jacksonville, FL 32259  
Telephone: (904) 381-2185  
Fax: (904) 381-8384

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C:\Users\drew\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\DECSIPW19-0516 Agreement_FL Blue_Insurance Employee Excess Stop Loss_5.16.19-REV.docx
PROPOSAL QUALIFICATIONS AND CONTINGENCIES

The following conditions and terms are in (or assumed to be in) the Employer’s Self-Insured Plan Document. This reinsurer will consider only these or less liberal terms under the Stop-Loss.

Firm Proposal for 10/1/2019 which expires 9/30/2019. If a signed proposal is not received by this date, updated reporting will be required and further underwriting may be needed.

A medical review has been completed based on data through 6/30/2019:
-Lake County Employee #701 is excluded from stop loss coverage.

Our proposal assumes the use of the Florida Blue network. If this network is not used, Florida Blue reserves the right to change our rates and factors.

Any unfunded claims balance must be disclosed, otherwise such claims will not be considered eligible under the Stop Loss Policy.

We reserve the right to change the rates and factors should the initial enrollment vary by 10% or more from the enrollment shown on our proposal.

Florida Blue will accept disclosure information 90 days or less before the effective date and no later than 15 days after the effective date.

The quotation will require additional information, and may require adjustments (including lasers), regarding any claimant with serious condition(s) that may be expected to exceed the selected retention or any claimant with expenses (paid or incurred) in excess of 99% of the retention selected.

Claimants noted as termined or no longer covered by the medical plan will be excluded from coverage under the Stop Loss. ISU will require claimant names at disclosure.

Our quote is subject to current shock loss information including amount, diagnosis, disposition and prognosis through the proposed effective date.

Assumes current participation and contribution levels will remain constant for the proposed policy period.

Minimum participation level of 65% of all eligible employees is required.

Retirees are covered under the plan.

COBRA participation is limited to 5% or less.

Actively-at-Work provision is waived as follows: For individuals identified and approved by Florida Blue and all other individuals covered on the Effective Date except for those individuals with serious claims known by the employer or the administrator, COBRA individuals, terminated individuals pending COBRA status, or Disabled individuals who have not been disclosed to Florida Blue in writing.

Subject to review and acceptance of Plan Document.

This quote is based on the following Plan Design: Current benefit plan(s) and existing enrollment by plan. We reserve the right to adjust the aggregate factors if enrollment by plan changes by more than 5% during open enrollment.

In the event a plan participant receives health care services in the state of New York, which are subject to the New York Health Care Reform Act, we will cover the bad debt and charity surcharge under the stop loss agreements.
Massachusetts State surcharges are covered under both Specific and Aggregate coverages.

If the group acquires a new entity and adds those members to our policy, a disclosure statement must be presented to Florida Blue for approval. Approval must be received before Florida Blue will assume risk for the new members.

Leave of Absence (LOA) Policy for eligible employees is: __ Days or __ Weeks or ___ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company's policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the "Continuation of Coverage Under Cobra" section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Initial the selected proposal option:  

- Option 1  
- Specific  
- Aggregate  

The Premium and Aggregate Deductible are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: ________________________  
By: ________________________  
Agent of Record or Administrator
ADDENDUM NO. 1
Date: August 1, 2019
RFP 19-0516
RFP Title: Insurance, Employee Excessive Stop-Loss

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within Submittal. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

This addendum does not change the date for receipt of proposals.

1. The following documents are hereby incorporated into this solicitation:
   - Exhibit E – Current Plan Contract
   - Exhibit F – Plan Experience

2. Remove and replace Attachment 3, Proposal Worksheet (Pricing Sheet) with Attachment 3, Proposal Worksheet REVISED 8.1.19

3. Question: Current Stop Loss Contract Information including the following:
   - Stop Loss Carrier
   - Contract basis
   - Specific Premium Rates
   - Aggregate Premium Rates
   - Aggregate Factors
   - Aggregate Corridor
   - Any additional options the group may have (No New Laser, Plan Mirroring, etc.), if applicable
   - Current commissions included in the rates, if any

Answer: Please see Exhibit E - Current Plan Contract
4. Question: Large Claims, inclusive of diagnosis, run on a policy period basis, for the following periods:
   - 10/2018-6/2019
   - 10/2017-9/2018
   - 10/2016-9/2017
   - 10/2015-9/2016, if available
   If Rx is not included in the Large Claims reports, please provide Rx Large Claims for the same dates requested above.

   Answer: Please see Exhibit F – Plan Experience

5. Question: Monthly Paid Claims and Enrollment for the following periods:
   - 10/2018-6/2019
   - 10/2017-9/2018
   - 10/2016-9/2017
   - 10/2015-9/2016, if available
   If Rx is not included in the Paid Claims reports, please provide Rx Paid Claims for the same dates requested above.

   Answer: Please see Exhibit F – Plan Experience

6. Question: Provide Medical and Rx Benefit Schedules for all current plans. (Census shows 2 plans: HMO & PPO).

   Answer: Please see Exhibit E - Current Plan Contract

7. Question: Current and Proposed Vendors for the following:
   - Administrator
   - PBM
   - Precert/UR/CM
   - PPO Network

   Answer: Please see Exhibit E - Current Plan Contract

8. Question: Confirm ALL Retirees (pre- and post-65) are to be included in the Stop Loss.

   Answer: Confirmed all retirees enrolled under the self-funded plan are to be included.

Firm Name: Blue Cross and Blue Shield of Florida, Inc.

I hereby certify that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal of behalf of the Vendor.

Signature of Legal Representative Submitting this Bid: 

Date: 8/13/2019
Print Name: Carlton Hobgood
Title: VP Sales
Primary E-mail Address: carlton.hobgood@bcbsfl.com
Secondary E-mail Address: Click or tap here to enter text.
ADDITIONAL NO. 2
Date: August 13, 2019
RFP 19-0516
RFP Title: Insurance, Employee Excessive Stop-Loss

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within Submittal. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

The due date for receipt of proposals has been changed from August 15, 2019 to August 20, 2019 @ 3:00PM (EST).

1. Question: Regarding the Current Stop Loss Contract Information including the following: There was only a percentage change from 2017 Rates in the attachment, no 2018 Rates or contract information was included.
   - Stop Loss Carrier
   - Contract basis
   - Specific Premium Rates
   - Aggregate Premium Rates
   - Aggregate Factors
   - Aggregate Corridor
   - Any additional options the group may have (No New Laser, Plan Mirroring, etc.), if applicable
   - Current commissions included in the rates, if any

Answer: The public contract posted on the County’s website has been provided for reference in Exhibit E included as a part of Addendum 1. Page 2 of the exhibit provides the individual deductible and aggregate deductible for the 2018-2019 plan year. It also
indicates the amount decrease compared to the 2017-2018 plan year costs. The 2017-2018 plan year contract terms and pricing are shown on page 4.

2. Question: Regarding the Monthly Paid Claims and Enrollment for the following periods, The Lag Report provided is not what we need. We need Paid Claims broken out by Month, as well as Enrollment.
   - 10/2018-6/2019
   - 10/2017-9/2018
   - 10/2016-9/2017
   - 10/2015-9/2016, if available
   - If Rx is not included in the Paid Claims reports, please provide Rx Paid Claims for the same dates requested above.


3. Question: Confirm ALL Retirees (pre- and post-65) are to be included in the Stop Loss.
   Answer: Please see Addendum 1 question 8.

4. Exhibit E is hereby renamed 2017-2018 Plan Year Contract.