



SPONSORSHIP AGREEMENT

Between

BROWARD COUNTY

and

AMERICAN PIONEER LIFE

For

MEDICARE SUPPLEMENTAL INSURANCE

Contract Period _____, 2003 - December 31, 2009

RLI #20020717-0-PEB-01



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Between

BROWARD COUNTY

And

AMERICAN PIONEER LIFE

For

MEDICARE SUPPLEMENTAL INSURANCE

RLI #20020717-0-PEB-01

CONTRACT PERIOD _____, 2003 - December 3, 2009

This is a Sponsorship Agreement (hereinafter referred to as "Sponsorship"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

AMERICAN PIONEER LIFE (hereinafter referred to as "APL"), a Florida corporation with its principal offices located at 600 Courtland Street, Orlando, Florida 32804, its successors and assigns.

WHEREAS, COUNTY desires to make available to its entire Medicare-eligible current County Employees, Retirees, former Elected County Officials, as well as their Spouses or Registered Domestic Partners thereof, a fully insured Group Medicare Supplement Policy;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and APL agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Sponsorship and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 "APL" means AMERICAN PIONEER LIFE, a Florida corporation, its successors and assigns.
- 1.2 "BOARD" means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 "CONTRACT ADMINISTRATOR" means the Director of the Broward County Human Resources Division. The Contract Administrator's responsibilities are to coordinate and communicate with APL, and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Sponsorship as set forth herein in Article 3. In the administration of this Sponsorship, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 "COUNTY" means Broward County, Florida, a political subdivision of the state of Florida.
- 1.5 "COUNTY ATTORNEY" means the chief legal counsel for COUNTY, who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter, or the designee of the County Attorney.
- 1.6 "ELIGIBLE MEMBER" means COUNTY's Medicare-eligible current Employees, Retirees, former Elected County Officials as well as their Spouses or Registered Domestic Partners.
- 1.7 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, and the regulations set forth by the Department of Health and Human Services to implement the provisions thereof.
- 1.8 "MEDICARE SUPPLEMENTAL INSURANCE" means the endorsed plans provided by this Sponsorship to benefit-eligible Members of COUNTY.

- 1.9 "PROJECT" means the Sponsorship with APL for the provision of Medicare Supplemental Insurance Benefits for COUNTY as set forth herein.
- 1.10 "RLI" means Requests for Letters of Interest for Group Medicare Supplemental Plans for the Broward County Board of County Commissioners, RLI #20020717-0-PEB-01.
- 1.11 "SPONSORSHIP" means this document, Articles 1 through 33, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

ARTICLE 2

BACKGROUND

In order to establish background, context, and frame of reference for this Sponsorship and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Sponsorship is based. To wit: negotiations pertaining to the Medicare Supplemental Insurance coverage to be provided by APL were undertaken between APL and a committee selected by the Board. This Sponsorship incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 Eligible Members: APL agrees to enroll all Eligible Members who properly apply and qualify for coverage. Members, once enrolled, are hereinafter referred to as "Plan Participants." Individuals confined to a hospital or skilled nursing facility on the date of their enrollment, are not eligible for coverage until discharge from the hospital or nursing facility.
- 3.2 APL shall provide licensed resident agents to assist the Eligible Members and prospective Members in explaining the plans and enrolling Eligible Members.
- 3.3 APL shall ensure that an appointed representative will be present during COUNTY's annual two (2) week Open Enrollment meetings at various locations within COUNTY.

- 3.4 APL agrees that Plan Participants may upgrade or downgrade their plan benefit options without medical underwriting during annual Open Enrollment periods.
- 3.5 APL agrees that, when an Eligible Member enrolls in one of its Medicare Supplemental Plans A through J at any time, there will be no medical underwriting questions, as the plans are guaranteed issue. However, if there is a break in continuous coverage that exceeds sixty-three (63) days, the enrollee would have to wait six (6) months for a pre-existing condition to be covered.
- 3.6 APL agrees to provide COUNTY with an enrollment report within ninety (90) days after the close of each Open Enrollment period. The report shall include the number of total Participants enrolled, identifying which enrollees pay through an FRS deduction, and which enrollees are direct billing Participants.
- 3.7 FRS Deduction: APL shall invoice, receive and record premium payments that are handled through deductions from the State pension payments.
- 3.8 Direct Bill: APL shall invoice, receive and record premium payments by Plan Participants whose premiums are not handled through deductions from pension payments. COUNTY does not participate in the billing process through payroll deductions or in any other manner.
- 3.9 APL shall provide descriptive plan literature and forms for use in enrolling and counseling Plan Participants or potential Plan Participants and for filing claims.
- 3.10 APL shall issue, or cause to be issued, within thirty (30) days of enrollment, Identification Cards to Plan Participants, which include instructions to hospital admission offices for verification of benefits. All costs are to be borne by APL.
- 3.11 APL shall complete policy owner service and claims processing.
- 3.12 The Group Medicare Supplement Plans A-J provided by American Pioneer Life (attached hereto as Exhibit "A" and made a part hereof) shall meet the provisions of Sections 627.671 through 627.675, Florida Statutes (2002), as amended from time to time.

ARTICLE 4

PREMIUMS

- 4.1 The premiums shown in Exhibit "B," attached hereto and incorporated herein, shall apply to all Medicare-eligible current COUNTY Employees, Retirees, former Elected County Officials, as well as their Spouses or Registered Domestic Partners.

- 4.2 APL agrees that the premium rates set forth in Exhibit "B" are subject to change upon proper filing and documentation with the State of Florida. The rate change would apply to the company's entire block of business in the State of Florida as mandated federally and/or through the State by Medicare.
- (a) APL agrees that it will provide a preliminary statement of any proposed premium rate increase to COUNTY and all of its enrolled Participants forty-five (45) days prior to the effective date of the proposed premium rate increase, i.e., January 1.
 - (b) COUNTY recognizes that changes to federal and state laws may mandate coverage changes resulting in APL's adjustments to the premium rates set forth in Exhibit "B." Therefore, if an adjustment to these premium rates is required due to mandated changes in federal or state laws, and such rates are endorsed by the Florida Department of Financial Services, COUNTY reserves the right to terminate this Sponsorship.
 - (c) Premiums set forth in Exhibit "B " reflect a discounted rate (approximately ten percent (10%)) for enrolling a Spouse or Registered Domestic Partner when the Employee, Retiree, or former Elected County Official also enrolls. If the qualifying Eligible Member enrolls alone, he/she will pay the applicable non-discounted rate. Upon subsequent enrollment by the concomitant qualifying Eligible Member, the discount would be applied.
 - (d) Should this Agreement terminate, APL agrees to continue coverage for currently enrolled Members at the discounted rates set forth in Exhibit "B," unless otherwise changed pursuant to Article 4.2.(b), above.

ARTICLE 5

COUNTY RESPONSIBILITIES

COUNTY shall furnish to APL an eligibility list in order to communicate this benefit to all Eligible Members in the voluntary program, and assist in Open Enrollment.

ARTICLE 6

TERM OF SPONSORSHIP

- 6.1 The term of this Sponsorship is effective upon the date of signature by the Board, and shall end on December 31, 2009, unless otherwise terminated as provided in Article 7.

- 6.2 Additionally, this Sponsorship will automatically renew unless otherwise terminated as provided in Article 7. The Contract Administrator shall have the authority to sign such renewal documents.

ARTICLE 7

TERMINATION

- 7.1 This Sponsorship may be terminated for cause by action of the BOARD upon sixty (60) days' written notice by the party that elected to terminate, or for convenience by action of the Board upon not less than sixty (60) days' written notice by COUNTY. APL may terminate this Sponsorship without cause upon no less than ninety (90) days' prior written notice, or for cause as provided above. This Sponsorship may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances; in the event the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 Termination of this Sponsorship by the Board for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Sponsorship, or multiple breaches of the provisions of this Sponsorship notwithstanding whether any such breaches were previously waived or cured. In addition, either party may terminate this Sponsorship for cause for any of the following events:
- 7.2.1 In the event that APL files a petition seeking bankruptcy protection, or enters into an arrangement with creditors because of its insolvency, then upon thirty (30) days' notice, COUNTY may declare this Sponsorship canceled.
- 7.2.2 Upon sixty (60) days' notice, in the event APL is no longer able to legally provide the services required under this Sponsorship. The notice provided herein shall state, with specificity, the reason(s) why APL is no longer able to legally provide the services under this Sponsorship.
- 7.3 APL must abide by Florida Administrative Code Chapters 4-149 and 4-156 regarding rate filings and requests for rate increases in Florida, and any other Rules or Regulations that are related to or added to this Code.
- 7.4 Notice of termination shall be provided in accordance with Article 10 of this Sponsorship, except that notice of termination by COUNTY which COUNTY deems necessary to protect the public health, safety, or welfare, may be verbal notice which shall be promptly confirmed in writing in accordance with Article 10.

ARTICLE 8

INDEMNIFICATION

APL shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses caused by negligent, dishonest, fraudulent, criminal acts or omissions of APL, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Sponsorship including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this Section shall survive the expiration or earlier termination of this Sponsorship.

ARTICLE 9

INSURANCE

In order to insure the indemnification obligation contained above, APL shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Sponsorship (unless otherwise provided), the insurance coverages set forth by federal or state law for Group Medicare Supplemental Plans.

ARTICLE 10

NOTICES

Notices required or permitted under this Sponsorship shall be directed as follows:

TO: American Pioneer Life
600 Courtland Street
Orlando, Florida 32804
Attn: Gary Bryant, President

TO: Broward County Human Resources Division
Governmental Center, Room 508
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: James R. Acton, Director

ARTICLE 11

FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this Sponsorship if prevented from doing so by a cause or force beyond its control. Without limiting the generality of the foregoing, such causes shall include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars or war operations, restraints of government, or other cause or causes which could not, with reasonable diligence, be controlled or prevented by the party.

ARTICLE 12

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

- 12.1 APL shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds, or any portion of the funds provided by this Sponsorship, and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 12.2 APL shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment, and further, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, APL shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 12.3 APL shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing its duties under this Sponsorship, or in its delivery of services pursuant to this Sponsorship. This includes, but is not limited to: consideration of race, age, religion, color, sex, sexual orientation (Broward County Code of Ordinances, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

ARTICLE 13

JURISDICTION, VENUE, GOVERNING LAW, AND WAIVER OF JURY TRIAL

APL hereby irrevocably submits to the jurisdiction of Florida state or federal courts in any action or proceeding arising out of or relating to this Sponsorship and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in Broward County, Florida, the venue situs. The parties agree that this Sponsorship shall be construed and interpreted according to the laws of the state of Florida and, when applicable, federal law. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either may have to a trial by jury of any such litigation.

ARTICLE 14

CONFLICT OF INTEREST

- 14.1 APL agrees that no principal, officer, or employee shall, during the term of this Sponsorship, serve as an expert witness, or an adverse or hostile witness, against COUNTY in any legal or administrative proceeding, unless a party to such action and the principal, officer, or employee is compelled to give testimony by court process. Further, APL agrees that neither APL, any principal, officer, employee, nor agent shall give sworn testimony or issue a report or writing as an expression of his or her opinion which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude APL or any other persons from representing themselves in any action or in any administrative or legal proceeding.
- 14.2 APL agrees that neither APL, its principals, nor its employees shall have or hold any contractual or employment relationship with any of COUNTY's fringe benefit providers or any other entities competing to provide fringe benefits or related services to COUNTY or its employees in relation to COUNTY's employee benefits programs, have a material interest in such providers or entities during the term of this Sponsorship, including any renewal periods, or have a continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with APL's loyal and conscientious exercise of judgment related to its performance under this Sponsorship.
- 14.3 APL agrees that neither APL, its principals, nor its employees shall receive any fees, commissions, or other compensation from any of the COUNTY's fringe benefit providers or any other entities competing to provide fringe benefits or related services to COUNTY or its employees in relation to the COUNTY's employee benefits programs.

ARTICLE 15

CONTINGENCY FEE

APL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for APL, to solicit or secure this Sponsorship 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 APL, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Sponsorship. For a breach or violation of this provision, COUNTY shall have the right to terminate this Sponsorship without liability at its discretion, or to deduct the appropriate amount from the Sponsorship price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 16

JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Sponsorship has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 17

PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or event referred to herein, or any document incorporated into this Sponsorship by reference and a term, statement, requirement, or provision of this Sponsorship, the term, statement, requirement, or provision contained in Articles 1 through 33 of this Sponsorship shall prevail and be given effect.

ARTICLE 18

PRIOR SPONSORSHIPS OR OTHER AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, sponsorships, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Sponsorship that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 24.

ARTICLE 19

THIRD PARTY BENEFICIARIES

Neither APL nor COUNTY intends to directly or substantially benefit a third party by this Sponsorship. Therefore, the parties agree that there are no third party beneficiaries to this Sponsorship and that no third party shall be entitled to assert a claim against either of them based upon this Sponsorship. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Sponsorship.

ARTICLE 20

PUBLIC ENTITY CRIME ACT

- 20.1 APL represents that the execution of this Sponsorship will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, and its implementing regulations, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Sponsorship and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.
- 20.2 In addition to the foregoing, APL further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved, or whether APL has been placed on the convicted vendor list.

ARTICLE 21

DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Sponsorship by APL shall serve as APL's required certification that it either has established or that it will establish a drug-free workplace in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

ARTICLE 22

LEGISLATIVE, REGULATORY, OR ADMINISTRATIVE CHANGE

- 22.1 In the event there is a change in the relevant federal or state statutes or regulations, the adoption of new federal or state legislation, or a change in any reimbursement system, any of which are reasonably likely to materially and adversely affect the manner in which either party may perform under this Sponsorship or which shall make this Sponsorship unlawful, the parties shall immediately enter into good faith negotiations regarding a new service agreement that complies with the law, regulation, or policy and that approximates as closely as possible the position of the parties prior to the change.
- 22.2 APL acknowledges that it must comply with the Rules and Regulations implementing HIPAA where applicable. APL also acknowledges that the initial Rules and Regulations implementing the Privacy Standards delineated in HIPAA went into effect April 14, 2003. APL agrees to abide by those standards, as well as all future standards enacted through subsequent Rules and Regulations upon their implementation if applicable, and abide by any other laws that evolve from HIPAA, either federal or state, upon their implementation.
- 22.3 COUNTY does not anticipate that, within this Sponsorship, it will need to exchange HIPAA-protected information with APL. In the event that such an occurrence does take place, COUNTY will obtain all necessary authorizations from the affected Eligible Member(s) prior to requesting the exchange of such HIPAA-protected information, and adhere to all required privacy, security, and administrative standards set forth in HIPAA.

ARTICLE 23

INTERPRETATION

The language of this Sponsorship has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Sponsorship are for reference purposes only and shall not affect in any way the meaning or interpretation of this Sponsorship. All personal pronouns used in this Sponsorship shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Sponsorship as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Sponsorship, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

ARTICLE 24

AMENDMENTS

This Sponsorship may be revised or renewed by written agreement signed by both parties. However, no modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Sponsorship and executed by the COUNTY and APL. The only exception to this requirement is where premiums have changed for all of APL's book of business.

ARTICLE 25

INCORPORATION BY REFERENCE

The Exhibits "A" and "B" attached hereto and referenced in the respective articles of this Sponsorship are incorporated into and made part of this Sponsorship.

ARTICLE 26

INDEPENDENT CONTRACTOR

APL is an independent contractor under this Sponsorship. APL shall be solely responsible for all services performed under this Sponsorship, including supervision of all services rendered pursuant to this Sponsorship. In providing services under this Sponsorship, neither APL nor its agents shall act as officers, employees, or agents of the

COUNTY. In the same fashion, neither COUNTY nor its agents, consultants, employees, or participating employees, nor any other beneficiaries hereunder, either singly or collectively, is the agent or representative of APL, and none of them shall be liable for any act or omission of APL or of its agents, employees, or other persons performing services for or at the request of APL. This Sponsorship shall not constitute or make the parties a partnership or joint venture.

ARTICLE 27

ASSIGNMENTS AND PERFORMANCE

- 27.1 Neither this Sponsorship nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, APL or its associated companies shall not subcontract any portion of the work required by this Sponsorship except as authorized in writing by COUNTY.
- 27.2 APL represents that all persons delivering the services required by this Sponsorship have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Article 3 and to provide and perform such services to COUNTY's satisfaction for the agreed compensation. APL shall perform its duties, obligations, and services under this Sponsorship in a skillful and respectable manner. The quality of APL's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.
- 27.3 APL shall appoint a properly licensed representative to facilitate the implementation and servicing of the Group Medicare Supplemental Plans offered. APL shall also notify COUNTY thirty (30) days prior to any change in the appointed representative.

ARTICLE 28

MATERIALITY AND WAIVER OF BREACH

- 28.1 COUNTY and APL agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Sponsorship and, therefore, is a material term hereof.
- 28.2 COUNTY and APL mutually agree that failure to enforce any provision of this Sponsorship shall not be deemed a waiver of such provision or modification of this Sponsorship. A waiver of any breach of a provision of this Sponsorship shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Sponsorship.

ARTICLE 29

OWNERSHIP OF DOCUMENTS

Any and all reports and/or other data and documents provided or created in any form in connection with this Sponsorship for COUNTY are, and shall remain, the property of COUNTY. In the event of termination of this Sponsorship, any reports and other data and documents prepared by APL, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by APL to the Contract Administrator within seven (7) days of termination of this Sponsorship by either party, except for records where such return is specifically prohibited by law, or where federal or state confidentiality laws specifically prohibit such return. APL shall not be obligated to return any proprietary internal documents. APL may maintain copies of any records or data necessary to facilitate performing any ongoing obligations under the Plans.

ARTICLE 30

AUDIT RIGHT AND RETENTION OF RECORDS

- 30.1 COUNTY shall have the right to audit the books, records, and accounts of APL that are related to this Project. APL shall keep such books, records, and accounts as may be necessary, in order to record complete and correct entries related to the Project.
- 30.2 APL shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Sponsorship for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Sponsorship. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to APL's records, APL shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by APL. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.
- 30.3 APL shall, after the retention period in Section 30.2 has expired, arrange for the safe return of all records for individuals insured under the Plans if applicable, except for records where such return is specifically prohibited by law, or where federal or state confidentiality laws specifically prohibit such return. APL shall not be obligated

to return any proprietary internal documents. APL may maintain copies of any records or data necessary to facilitate performing any ongoing obligations under the Plans. APL shall maintain all financial records concerning its operation under this Sponsorship in accordance with sound accounting and business practices.

ARTICLE 31

SEVERABILITY

In the event a portion of this Sponsorship is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or APL elects to terminate this Sponsorship. An election to terminate this Sponsorship based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

ARTICLE 32

CONTRACT EXECUTION AUTHORITY

APL agrees that the officer who signs this Sponsorship on its behalf, his or her name and signature appearing on the signature page corresponding to APL hereto, has full power and authority to execute this Sponsorship, and such officer's execution and APL's performance of the Sponsorship is a valid and binding obligation of APL which does not conflict with APL's respective articles of incorporation, by-laws, or any other Sponsorship to which APL is bound.

ARTICLE 33

MULTIPLE ORIGINALS

This Sponsorship may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Sponsorship on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 1st day of July, 2003, and AMERICAN PIONEER LIFE, signing by and through its [Signature], duly authorized to execute same.

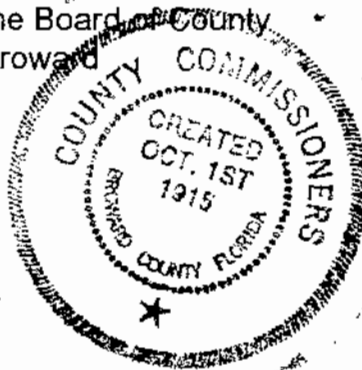
COUNTY

ATTEST:

[Signature]
County Administrator and
Ex-Officio Clerk of the Board of County
Commissioners of Broward
County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS
BY [Signature], Mayor

1st day of July, 2003



Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite #423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature]

By [Signature]
BETH-ANN E. HERSCHAFT
Assistant County Attorney



Senior Health Service Center
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**2009 OUTLINE OF MEDICARE SUPPLEMENT GROUP COVERAGE - COVER PAGE 1 OF 2
FOR FORM MSG-FL BENEFIT PLANS A, B, C, D, E, F and G.**

These charts show the benefits included in each of the standard Medicare supplement plans. Every company must make available Plan "A." Some plans may not be available in your state.

See **Outlines of Coverage** sections for details about **ALL** plans

Basic Benefits for Plans A - J: Hospitalization: Part A coinsurance plus coverage for 365 additional days after Medicare benefits end.

Medical Expenses: Part B coinsurance (generally 20% of Medicare-approved expenses) or copayments for hospital outpatient services.

Blood: First three pints of blood each year.

		PLANS											
		★A	★B	★C	★D	★E	★F	F*	★G	H	I	J	J*
		Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits	Basic Benefits
BENEFITS				Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance	Skilled Nursing Facility Coinsurance
			Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible	Part A Deductible
			Part B Deductible				Part B Deductible						Part B Deductible
							Part B Excess (100%)		Part B Excess (80%)			Part B Excess (100%)	Part B Excess (100%)
			Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency	Foreign Travel Emergency
				At-Home Recovery					At-Home Recovery			At-Home Recovery	At-Home Recovery
							Preventive Care NOT covered by Medicare						Preventive Care NOT covered by Medicare

★ Marks the plans being offered by American Pioneer Life Insurance Company.

**Plans F and J also have an option called a high deductible plan F and a high deductible plan J. These high deductible plans pay the same benefits as Plans F and J after one has paid a calendar year \$2,000 deductible. Benefits from high deductible plans F and J will not begin until after the out-of-pocket expenses exceed \$2,000. Out-of-pocket expenses for this deductible are expenses that would ordinarily be paid by the policy. These expenses include the Medicare deductibles for Part A and Part B, but do not include the plan's separate foreign travel emergency deductible.

II. PREMIUM INFORMATION

We, American Pioneer Life Insurance Company, can only raise your premium if we raise the premium for all policies like yours in this state.

MEDICARE SUPPLEMENT GROUP RATES

Monthly Premium for Area A (All Zip Codes except 330-333, 334, 349)

First Insured or Surviving Spouse						
AGE:	65	66-70	71-75	76-80	81-85	86+
PLAN A	88	100	107	112	117	119
PLAN B	136	154	166	180	191	196
PLAN C	152	176	188	203	218	229
PLAN D	136	154	169	188	203	215
PLAN E	141	171	180	196	212	222
PLAN F	173	200	215	232	247	257
PLAN G	163	195	207	225	242	254

Second Insured *						
AGE:	65	66-70	71-75	76-80	81-85	86+
PLAN A	80	90	97	100	105	107
PLAN B	122	139	149	161	173	176
PLAN C	137	159	169	183	196	207
PLAN D	122	139	152	169	183	193
PLAN E	127	154	161	176	191	200
PLAN F	156	180	193	208	222	232
PLAN G	146	176	186	203	218	229

* Premium to be added to same plan as First Insured or Surviving Spouse premium above.

II. PREMIUM INFORMATION

We, American Pioneer Life Insurance Company, can only raise your premium if we raise the premium for all policies like yours in this state.

MEDICARE SUPPLEMENT GROUP RATES

Monthly Premium for Area B (Zip Codes 334, 349)

First Insured or Surviving Spouse						
AGE:	65	66-70	71-75	76-80	81-85	86+
PLAN A	96	109	116	122	127	129
PLAN B	147	168	180	195	208	214
PLAN C	166	191	204	221	237	249
PLAN D	147	168	184	204	221	234
PLAN E	153	186	195	214	230	241
PLAN F	188	217	234	252	269	280
PLAN G	177	212	225	245	263	276

Second Insured *						
AGE:	65	66-70	71-75	76-80	81-85	86+
PLAN A	87	98	105	109	114	116
PLAN B	133	151	162	175	188	191
PLAN C	149	173	184	199	214	225
PLAN D	133	151	166	184	199	210
PLAN E	138	168	175	191	208	217
PLAN F	169	195	210	226	241	252
PLAN G	158	191	203	221	237	249

* Premium to be added to same plan as First Insured or Surviving Spouse premium above.

II. PREMIUM INFORMATION

We, American Pioneer Life Insurance Company, can only raise your premium if we raise the premium for all policies like yours in this state.

MEDICARE SUPPLEMENT GROUP RATES

Monthly Premium for Area C (Zip Codes 330-333)

First Insured or Surviving Spouse							
AGE:	65	66-70	71-75	76-80	81-85	86+	
PLAN A	130	148	158	165	173	175	
PLAN B	200	228	245	265	283	290	
PLAN C	225	260	278	300	323	338	
PLAN D	200	228	250	278	300	318	
PLAN E	208	253	265	290	313	328	
PLAN F	255	295	318	343	366	381	
PLAN G	240	288	305	333	358	376	

Second Insured *							
AGE:	65	66-70	71-75	76-80	81-85	86+	
PLAN A	118	133	143	148	155	158	
PLAN B	180	205	220	238	255	260	
PLAN C	203	235	250	270	290	305	
PLAN D	180	205	225	250	270	285	
PLAN E	188	228	238	260	283	295	
PLAN F	230	265	285	308	328	343	
PLAN G	215	260	275	300	323	338	

* Premium to be added to same plan as First Insured or Surviving Spouse premium above.