



AGREEMENT

Between

BROWARD COUNTY

and

**HUMANA MEDICAL PLAN, INC., AND HUMANA HEALTH INSURANCE COMPANY
OF FLORIDA, INC.**

For

GROUP HEALTH INSURANCE COVERAGE AND BENEFITS

For

**Broward County Employees
Contract Year – January 1, 2014 - December 31, 2014**

RLI # R0934602R1



INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS AND IDENTIFICATIONS.....	1
2. BACKGROUND	4
3. SCOPE OF SERVICES/SELECTED POLICIES AND BENEFITS	5
4. TERM OF AGREEMENT	6
5. PREMIUM RATES	7
6. GENERAL PROVISIONS/SERVICE STANDARDS.....	8
7. PAYMENT OF PENALTIES	9
8. TERMINATION	10
9. NOTICES.....	11
10. OWNERSHIP OF DOCUMENTS.....	12
11. AUDIT RIGHT AND RETENTION OF RECORDS.....	12
12. INDEPENDENT CONTRACTOR.....	13
13. ASSIGNMENTS AND PERFORMANCE	13
14. AMENDMENTS	14
15. MATERIALITY AND WAIVER OF BREACH.....	14
16. SEVERABILITY	14
17. COMPLIANCE WITH LAWS.....	15
18. INDEMNIFICATION.....	15
19. INSURANCE.....	15

20.	NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.....	18
21.	JURISDICTION, VENUE, GOVERNING LAW, AND WAIVER OF JURY TRIAL.....	18
22.	CONFLICT OF INTEREST	19
23.	CONTINGENCY FEE	20
24.	JOINT PREPARATION.....	20
25.	PRIORITY OF PROVISIONS.....	20
26.	PRIOR AGREEMENTS	21
27.	THIRD PARTY BENEFICIARIES.....	21
28.	ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES	21
29.	PUBLIC ENTITY CRIME ACT	21
30.	DRUG-FREE WORKPLACE.....	22
31.	LEGISLATIVE, REGULATORY, OR ADMINISTRATIVE CHANGE.....	22
32.	HIPAA.....	23
33.	INCORPORATION BY REFERENCE.....	23
34.	MULTIPLE ORIGINALS.....	23
35.	PLAN REPRESENTATIONS AND WARRANTIES	23
	EXECUTION PAGES	25, 26
	EXHIBITS	
	A-2 – Certificate of Coverage	
	B-2 – Premium Rates	
	C-1-2 – Chronic Condition Management and Clinical Programs	
	C-2-2 – Wellness Program	
	C-3-2 – General Performance Provisions/Guarantees	
	C-4-2 – Additional Terms and Conditions	

D-2 – Certificate of Liability Insurance
E – Plan RLI Response

[Remainder of Page Left Intentionally Blank]

AGREEMENT

Between

BROWARD COUNTY

And

**HUMANA MEDICAL PLAN, INC. AND HUMANA HEALTH INSURANCE COMPANY
OF FLORIDA, INC.**

For

GROUP HEALTH INSURANCE COVERAGE AND BENEFITS

**For Broward County Employees
FOR CONTRACT YEAR JANUARY 1, 2014 - DECEMBER 31, 2014**

RLI # R0934602R1

This is an Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

HUMANA MEDICAL PLAN, INC. and HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC., licensed to do business in the State of Florida, its successors and assigns, hereinafter referred to as "PLAN."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and PLAN agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear,

unless the context otherwise requires. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement: This document, Articles 1 through 35 inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Benefit Eligible: An employee, retiree, dependent deemed by COUNTY to be eligible to receive county benefits and designated as "Benefit Eligible." Notwithstanding the foregoing, an eligible employee is an employee who works full time, having a normal work week of twenty (20) or more hours, and who has met any applicable waiting period or other requirements and, if covered, retired employees as of the January 1, 2014 ("Effective Date"). Subject to any eligibility exceptions noted herein, an employee becomes eligible for coverage on the Effective Date. The waiting period is the length of time an employee must wait before becoming eligible for coverage.
- 1.3 Board: The Board of County Commissioners of Broward County, Florida, which is the governing body of Broward County, Florida.
- 1.4 Calendar Quarter: Each calendar quarter of the contract year divided as follows: first quarter being January 1 through March 31; the second quarter being April 1 through June 30; the third quarter being July 1 through September 30 and; the fourth quarter being October 1 through December 31.
- 1.5 Consumer Driven Health Plan (CDH): Refers collectively to the CDH HMO and CDH POS plans described below:
 - 1.5.1 CDH Health Maintenance Organization Plan (CDH HMO). An open access health maintenance organization offered by Humana Medical Plan, Inc., which benefits are described in the Certificate of Coverage, Schedule of Benefits. The COUNTY funds a Health Reimbursement Account (HRA) which can be used by the insured to pay for specified care per the guidelines established by the COUNTY.
 - 1.5.2 CDH Point of Service Plan (CDH POS). A point of service plan offered by Humana Medical Plan, Inc. (in-network) and Humana Insurance Company of Florida, Inc. (out of network), which benefits are described in the Certificate of Coverage, Schedule of Benefits. The COUNTY funds a Health Reimbursement Account (HRA) which can be used by the insured to pay for specified care per the guidelines established by the COUNTY.
- 1.6 Contract Administrator: Whenever the term Contract Administrator is used herein, it is intended to mean the Broward County Human Resources Division Director or the Director's designee. In the administration of this Agreement, 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 as described in Article 3 herein.

- 1.7 COUNTY: Broward County, Florida, a body corporate and politic pursuant to Article I of the Broward County Charter, and a political subdivision of the State of Florida pursuant to Article VIII, § 1, of the Florida state Constitution.
- 1.8 County Administrator: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.9 County Attorney: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter, or the designee of the County Attorney.
- 1.10 High Deductible Health Plan (HDHP): Refers to the HDHP Health Maintenance Organization Plan described below:
 - 1.10.1 HDHP Health Maintenance Organization Plan (HDHP HMO). An open-access health maintenance organization plan offered by Humana Medical Plan, Inc. which complies with 26 U.S.C. § 223(c)(2)(A) of the Internal Revenue Code and is further described in the Certificate of Coverage, Schedule of Benefits. Once enrolled in the HDHP HMO, benefit-eligible persons will also participate in the COUNTY-funded Health Savings Account (HSA) unless they are not eligible; in such instances, HSA-ineligible persons will participate in the Health Reimbursement Account (HRA).
- 1.11 Humana Medical Plan, Inc.: Health maintenance organization selected by the Board to provide health maintenance organization plan coverage and benefits, pursuant to the terms of this Agreement, the RLI, and the Offer.
- 1.12 Humana Medical Plan, Inc. and Humana Health Insurance Company of Florida, Inc.: Insurance companies selected by the Board to provide insurance coverage and benefits, pursuant to the terms of the Agreement, the RLI, and the Offer.
- 1.13 HIPAA: The Health Insurance Portability and Accountability Act of 1996, as amended and the corresponding regulations thereof.
- 1.14 Mailing Time: Pursuant to this Agreement, performance deadlines have been established including an allowance for correspondence sent by United States mail. Mailing time is defined as six (6) calendar days except in the case of a performance deadline which falls on a Sunday or legal holiday. In such cases, delivery by mail shall be deemed to have occurred on the following calendar day.
- 1.15 Member: A COUNTY employee, COBRA or Domestic Partner Continuation beneficiary, Retiree or Covered dependent(s) of these groups, who has elected to participate in health benefits plan offered by PLAN.

- 1.16 Offer: Offer prepared by PLAN for the Board and submitted in response to RLI # R0934602R1 as amended through subsequent negotiations with COUNTY Staff and the Insurance Selection Committee.
- 1.17 Performance Standard Penalties: The assessment of penalties for PLAN's failure to meet performance guarantees as set forth in Exhibit "C-3," attached hereto and incorporated herein, entitled "General Provisions/Performance Guarantees."
- 1.18 Primary Care Physician: A licensed practitioner of medicine contracted by PLAN to provide services to Members under the CDH Plans who is designated for each Member as a primary care physician. The CDH plan is open access and a Member is not required to obtain a referral from their Primary Care Physician to have access to other network providers.
- 1.19 Protected Health Information (PHI): in accordance with HIPAA, PHI includes any information, whether oral or recorded in any form or medium, that is either created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.
- 1.20 Provider: A physician or facility contracted with PLAN to provide health related services pursuant to the terms of this Agreement, the RLI, and the Offer.
- 1.21 RLI: Request for Letter of Interest for group medical benefits for the Broward County Board of County Commissioners, RLI # R0934602R1.
- 1.22 PLAN: HUMANA MEDICAL PLAN, INC. and HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC. are collectively referred to as PLAN.

ARTICLE 2

BACKGROUND

In order to establish the background, context and frame of reference for this Agreement 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 considerations upon which this Agreement is based, to wit: Negotiations pertaining to the health insurance coverage and benefits to be provided by PLAN were undertaken between PLAN and the COUNTY and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES/SELECTED POLICIES AND BENEFITS

- 3.1 PLAN shall provide group health insurance benefits to COUNTY employees under the Consumer Driven Health (CDH) Group Policy, the High Deductible Health Plan (HDHP) Group Policy, and the Certificate of Coverage and Certificate of Insurance which shall contain no material differences with the RLI and subsequent negotiations between the parties. PLAN represents that it shall take all necessary steps to secure filing and approval of the Certificate of Coverage and Certificate of Insurance within sixty (60) days from the execution of this Agreement. The parties agree that when PLAN receives the Certificate of Coverage and Certificate of Insurance it shall provide written notification to COUNTY and provide COUNTY a copy of the Certificate of Coverage and Certificate of Insurance. Upon COUNTY's receipt and approval of the Certificate of Coverage and Certificate of Insurance, the parties agree that this Agreement shall be deemed to automatically amend to include, incorporate, and attach hereto, the Certificate of Coverage and Certificate of Insurance, Exhibit "A", entitled, "Certificate of Coverage." Except as otherwise agreed by the parties, Members will be required to obtain a copy of the Certificate of Coverage through the PLAN website, by contacting the Contract Administrator, or by calling the PLAN Customer Service Department and requesting a hard copy be mailed via U.S. regular mail. COUNTY shall provide a copy of the Certificate of Coverage to all Members upon request.
- 3.2 PLAN agrees to reimburse COUNTY for processing and delivering open enrollment packages to employees, retirees, COBRA, and survivors who are benefit eligible. The reimbursement is calculated on the cost of First Class Postage times the weight of the material times the number of recipients.
- 3.3 PLAN shall notify COUNTY of any judgment or final order rendered by the Florida Department of Financial Services, Florida Office of Insurance Regulations, any federal or other state agency, and any court of law, finding that any of the specific plans or programs PLAN is providing to COUNTY, pursuant to this Agreement, are inconsistent or fail to comply with any applicable federal or state law requirements or regulations. PLAN shall also notify COUNTY of any corrective action plan that is imposed by any state or federal agency including the Florida Department of Financial Services, Florida Office of Insurance Regulations, concerning the plan or program PLAN provides to COUNTY under this Agreement. The notification required by this section shall be provided within thirty (30) days after the judgment or final order is rendered, or the corrective action plan is imposed.
- 3.4 If PLAN increases the co-payment for any benefit or deletes, amends, or limits any of the benefits to which a Member is entitled under this Agreement, PLAN will give COUNTY forty-five (45) days written notice prior to coverage renewal.

Members will be notified if benefits are increased or if COUNTY requests any changes, deletions, or limitations.

- 3.5 PLAN shall provide specific de-identifiable data to COUNTY's third party benefits consultant, Wells Fargo Insurance Service USA, Inc., (formerly Edify), or its designee, in compliance with HIPAA and all other applicable state and federal law and regulations, as described in Exhibit "C-1-2" and "C-3-2" attached hereto and incorporated herein, entitled "Chronic Condition Management and Clinical Programs" and "General Provisions/Performance Guarantees."
- 3.6 PLAN's entire response to RLI # R0934602R1, including responses in negotiations, shall be relied upon and incorporated herein as additional terms and conditions that PLAN agrees to for the duration of this contract unless otherwise noted in this Agreement or the incorporated and attached Exhibits.
- 3.7 COUNTY agrees to:
- 3.7.1 Collect member enrollment information.
- 3.7.2 Collect any required Member contribution.
- 3.7.3 Deliver notice of termination to the Members.
- 3.8 PLAN agrees to provide at least two (2) full time On-Site Benefit Representatives to assist with employee benefits questions, issues and other related matters. One (1) representative will maintain an office at the Government Center (115 Andrews Avenue). The other representative will also have an office at the Government Center, but will provide support among other County sites. PLAN agrees to provide all technology (such as phone, internet access, computer access and all other technology necessary for the On-Site Benefit Representatives to provide adequate benefits-related support at all County sites) for these employees at PLAN's cost.

ARTICLE 4

TERM OF AGREEMENT

- 4.1 TERM: This Agreement shall commence on January 1, 2014 and terminate December 31, 2014.
- 4.2 RENEWAL: COUNTY has the option to renew this Agreement annually for two (2) one-year periods, upon mutual consent of both COUNTY and PLAN. At least two hundred seventy (270) days prior to the expiration of the initial term of this Agreement and any renewal term, PLAN shall notify COUNTY of its intent to enter into renewal negotiations. Notwithstanding the above, COUNTY shall have the right to, by and through its Contract Administrator and at his/her sole discretion, extend the term of this Agreement on a month to month basis, for a

maximum of six (6) months, due to ongoing negotiations and/or to allow time for transition to a new vendor on the same benefits and pricing terms as existed during the preceding term. If the terms and conditions are not the same, any extension would have to be approved by the Board.

ARTICLE 5

PREMIUM RATES

- 5.1 The premium rates charged by PLAN are set forth in Exhibit "B-2" attached hereto and incorporated, entitled "Premium Rates". These rates reflect maximum monthly premium rates charged by PLAN and do not include pharmacy coverage. COUNTY will submit bi-weekly premium payments after each payroll cycle is run based on enrollment. Premium payments should be sent to PLAN's address indicated on the premium notice statement.
- 5.2 In no event shall the premium rates charged under this Agreement exceed the guaranteed maximum rates as listed in Exhibit "B-2" for a 12-month period commencing January 1, 2014, through December 31, 2014. For any proposed increase in premium rates for the subsequent calendar years, PLAN must provide a preliminary statement of any proposed premium increase to COUNTY two hundred ten (210) days prior to the effective date of the proposed premium increase, i.e., January 1.
- 5.3 This Agreement has a thirty (30) day grace period. A grace period means that if any required premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that premium due date. The Agreement will stay in force during the grace period. Premiums must be paid and received directly by PLAN by the end of the grace period. The grace period does not apply to the premium due on the premium due date if COUNTY gave PLAN timely written notice that the Agreement is to be terminated prior to such premium due date. If the premiums are not paid and received directly by PLAN by the end of the grace period, coverage will terminate back to the last day of the month for which the premium payment was made. PLAN must receive all applicable premium payments prior to the expiration of the grace period to ensure continuation of coverage. In the event of termination of this Agreement due to non-payment, PLAN shall provide the COUNTY with fifteen (15) days prior written notice by certified mail of such termination.
- 5.4 COUNTY recognizes that changes to federal and state laws may mandate coverage changes resulting in PLAN's adjustments to the premium rates set forth in Section 5.1 for any renewal period. PLAN agrees that the Patient Protection and Affordable Care Act ("PPACA") or any other health care reform law in existence as of the effective date of this Agreement will not result in adjustments

to the premium rates or additional costs to COUNTY for the term of this Agreement.

- 5.5 In calculating renewal rates for 2015, PLAN agrees that it will utilize paid data from PLAN and “run out” claims data from Coventry, the COUNTY’s previous healthcare provider.
- 5.6 In calculating renewal rates for 2015, PLAN agrees that it will calculate its renewal rates utilizing a standard underwriting process using an annual trend factor not to exceed 10.5%. PLAN also agrees that it will calculate its renewal rates utilizing retention factor not to exceed 9%. In addition the renewal calculation will not include any margin. The retention factor excludes broker commissions and taxes. Retention means the portion of the premium that is used by PLAN for administrative costs, overhead, profit and other non-claim items.
- 5.7 COUNTY has the option to shift from a fully insured plan to self-insured, Administrative Services Only (ASO), with PLAN prior to any renewal of this Agreement. COUNTY shall notify PLAN within ninety (90) days prior to renewal of its desire to shift to an ASO plan.

ARTICLE 6

GENERAL PROVISIONS/SERVICE STANDARDS

PLAN agrees to meet the performance standards as set forth in Exhibit “C-3-2,” attached hereto and incorporated herein, entitled “General Provisions/Performance Guarantees.”

- 6.1 PLAN may request an extension of any service standard deadline established pursuant to this article. Such request shall be submitted to the Contract Administrator no less than five (5) business days before the deadline, unless the need for an extension could not reasonably be foreseen by PLAN, or happened for a reason beyond PLAN’s control, as determined by COUNTY. In the case of a need for an extension that could not be reasonably foreseen by PLAN, PLAN shall submit any request for an extension as soon as reasonably possible. If the request for an extension is based upon extenuating circumstances or other causes beyond PLAN’s control, as determined by COUNTY, approval of the request shall not be unreasonably withheld. PLAN’s written request must identify the section of this Article to which the request applies and the reasons why the established deadline could not be met. COUNTY may approve the extension request for such period as COUNTY deems appropriate. COUNTY shall notify PLAN of its decision in writing within three (3) business days after receipt of PLAN’s extension request.

6.2 Force Majeure

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

ARTICLE 7

PAYMENT OF PENALTIES

- 7.1 PENALTY INVOICES: If COUNTY, through its Contract Administrator, finds PLAN has incurred penalties pursuant to the terms of this Agreement, COUNTY will submit a written invoice to PLAN detailing the dates, Members' names and identification numbers, if applicable, and alleged performance failures.
- 7.2 AGREED PENALTIES: Any time penalties are incurred by PLAN pursuant to the terms of this Agreement, COUNTY will submit an invoice to PLAN for payment of these penalties no later than the end of the month following the period for which penalties were assessed. Unless PLAN files a dispute pursuant to Section 7.3 herein, PLAN must pay these penalties within twenty (20) days from the date of invoice. If a penalty is not paid by PLAN pursuant to the terms of this Agreement, COUNTY may automatically deduct the penalty amounts from COUNTY's monthly premium payment.
- 7.3 DISPUTED PENALTIES: Any time penalties are assessed by the Contract Administrator against PLAN pursuant to the terms of this Agreement, PLAN may appeal the assessment of such penalties to the Director of Purchasing within ten (10) days after notice of the assessment pursuant to Article 9 of this Agreement. The appeal shall be in writing and PLAN shall state the reasons why the penalties should be reduced or not assessed. If the appeal is not resolved by mutual agreement, the Director of Purchasing shall promptly issue a decision in writing, after consulting with the County Attorney's Office. The decision shall state the reasons for the action taken, and inform PLAN of its right to administrative review. If PLAN disagrees with the decision of the Director of Purchasing, it may seek administrative review by filing notice with the Director of

Purchasing not later than ten (10) days after the decision of the Director of Purchasing. COUNTY and PLAN agree that the hearing procedures shall be in accordance with the provisions of Section 21.120 of the Broward County Procurement Code, as may be amended from time to time.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, PLAN's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform its obligations under this Agreement; or failure to continuously perform its obligations under this Agreement in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 8.3 TERMINATION OF THIS AGREEMENT BY PLAN: In accordance with applicable Florida law, PLAN may non-renew or terminate this Agreement only for one or more of the following reasons upon such notice as provided by Florida law:
- 8.3.1 COUNTY failed to pay premiums in accordance with the terms of this Agreement or PLAN has not received timely premium payments and PLAN provided COUNTY with notice in accordance with this Agreement and Florida law.
- 8.3.2 COUNTY performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Agreement.
- 8.3.3 COUNTY failed to comply with a material provision of this Agreement which relates to rules for employer contributions of group participation.
- 8.3.4 PLAN ceases offering this specific plan coverage or large group coverage.

- 8.3.5 There is no longer any Member who lives or works in the PLAN service area.
- 8.4 In the event that PLAN 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 Agreement cancelled.
- 8.5 Notice of termination shall be provided in accordance with Article 9 of this Agreement, entitled "Notices," except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be made by verbal notice that shall be promptly confirmed in writing in accordance with Article 9 of this Agreement.
- 8.6 In the event this Agreement is terminated by COUNTY for convenience, PLAN shall be paid for any services performed in accordance with the Agreement through the termination date specified in the written notice of termination. PLAN acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by PLAN, for COUNTY's right to terminate this Agreement for convenience.
- 8.7 In the event this Agreement is terminated for any reason, any amounts due PLAN shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Article 10 of this Agreement.

ARTICLE 9

NOTICES

Whenever either party desires to give notice unto the other, except for notice relating to the performance of service provisions set forth in Exhibit "C-3-2" of this Agreement, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended, at the place last specified in Article 9. The place for giving notice shall remain the same as set forth herein until changed by giving notice in writing to the other party in the manner provided in this section. For the present, the parties designate the following:

COUNTY:

Human Resource Director
Broward County Human Resources Division
Governmental Center, Room 508
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

PLAN:

Humana
3401 SW 160th Avenue, Building A
2nd Floor
Miramar, Florida 33027

ARTICLE 10

OWNERSHIP OF DOCUMENTS

To the extent permitted under HIPAA, any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, PLAN grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. To the extent permitted under HIPAA, in the event of termination of this Agreement, COUNTY shall have access to any reports, photographs, surveys, and other data and documents prepared by PLAN, whether finished or unfinished, and such documents shall be delivered by PLAN to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to PLAN shall be withheld until all documents are received as provided herein. Nothing herein is intended to require that PLAN release to COUNTY any claims or medical records or protected health information of COUNTY employees and/or their dependents without appropriate releases by such individuals.

ARTICLE 11

AUDIT RIGHT AND RETENTION OF RECORDS

- 11.1 To the extent permitted under the applicable contract with subcontractors and to the extent permitted by HIPAA, COUNTY shall have the right to audit the books, records, and accounts of PLAN and its subcontractors that are related to this Agreement. PLAN and its subcontractors, as permitted under applicable contracts, shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of PLAN and its subcontractors, as permitted under applicable contracts, shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, PLAN or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.
- 11.2 To the extent permitted by HIPAA, PLAN 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 Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, the time period set forth in any other applicable state and/or federal law, including but not limited to HIPAA. 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 to be applicable to PLAN's and its subcontractors' records, PLAN and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PLAN or its subcontractors. 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.

ARTICLE 12

INDEPENDENT CONTRACTOR

PLAN is an independent contractor under this Agreement. Services provided by PLAN pursuant to this Agreement shall be subject to the supervision of PLAN. In providing such services, neither PLAN nor its agents shall be officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to PLAN or PLAN's agents any authority of any kind to bind COUNTY in any respect whatsoever.

ARTICLE 13

ASSIGNMENT AND PERFORMANCE

- 13.1 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by PLAN of this Agreement or any right or interest herein without COUNTY's written consent.
- 13.2 PLAN represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.
- 13.3 PLAN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PLAN'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.

ARTICLE 14

AMENDMENTS

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and PLAN or others delegated authority to or otherwise authorized to execute same on their behalf.

ARTICLE 15

MATERIALITY AND WAIVER OF BREACH

- 15.1 COUNTY and PLAN agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.
- 15.2 COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 16

SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction or, if applicable, by a state regulatory agency with jurisdiction over such matters to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall continue to be effective unless COUNTY or PLAN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court or state regulatory agency becomes final.

[Remainder of Page Left Intentionally Blank]

ARTICLE 17

COMPLIANCE WITH LAWS

COUNTY and PLAN shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, this Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

ARTICLE 18

INDEMNIFICATION

PLAN shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, PLAN, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, PLAN shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due PLAN under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 19

INSURANCE

19.1 Insurance Coverage. In order to insure the indemnification obligation contained above, PLAN shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Subsections 19.1, through 19.7, in accordance with the terms and conditions required by this Article.

19.2 Such policy or policies shall be issued by companies authorized to do business in the State of Florida., and having agents upon whom service of process may be made in Broward County, Florida. PLAN shall pay all deductible amounts, if any. PLAN shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under the Commercial General Liability Policy. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.

19.3 Commercial General Liability Insurance. A Commercial General Liability Insurance Policy shall be provided, which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence, and shall contain minimum limits of Two Million Dollars (\$2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Service Office ("ISO") and must include:

Premises and/or operations.

Independent contractors.

Products and /or Completed Operations for contracts.

Broad Form Contractual Liability Coverage applicable to this specific Agreement.

Personal Injury Coverage, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

19.4 Business Automobile Liability. A Business Automobile Liability Policy shall be provided, which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the ISO, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

19.5 Umbrella or Excess Liability. PLAN may satisfy the liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall

not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability.

- 19.6 Workers' Compensation Insurance. Workers' Compensation insurance is to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employer's Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000) each accident.

- 19.7 Professional Liability Insurance: PLAN shall maintain, for the term of this Agreement, Professional Liability Insurance, including coverage for errors and omissions, in the minimum amount of Five Million Dollars (\$5,000,000) per claim. If written with a deductible, PLAN shall be solely responsible for payment of that deductible. **PLAN shall notify COUNTY in writing within thirty (30) calendar days of any claims filed or made against the Professional Liability Insurance Policy related to COUNTY.**
- 19.8 PLAN shall furnish to the COUNTY's Contract Administrator Certificate of Insurance evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of this Agreement and attached hereto as Exhibit "D." The required Certificates of Insurance shall name the types of policies provided, and refer specifically to this Agreement, PLAN's failure to provide to COUNTY the Certificates of Insurance evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 19.9 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of PLAN is completed. All policies provide COUNTY with at least thirty (30) days' notice of expiration, cancellation. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal Certificate of Insurance shall be furnished prior to the date of their expiration.
- 19.10 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If PLAN uses a subcontractor, PLAN shall ensure that subcontractor names COUNTY as an additional insured.

[Remainder of Page Left Intentionally Blank]

ARTICLE 20

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

- 20.1 PLAN shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, sexual orientation, pregnancy, or gender identity and expression (including but not limited to any other protected category in Broward County Code, Chapter 16½, as may be amended from time to time) in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work (if authorized) in the performance of this Agreement. PLAN shall include the foregoing or similar language in its agreements with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of the Agreement, which may result in termination of this Agreement or such other remedy as COUNTY deems appropriate.
- 20.2 PLAN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. PLAN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, PLAN shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 20.3 By execution of this Agreement, PLAN represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from PLAN all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 21

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and when applicable, federal law. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any

rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida or in the United States District Court, Southern District of Florida, and venue for litigation arising out of this Agreement shall be in such courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, PLAN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 22

CONFLICT OF INTEREST

- 22.1 PLAN agrees that no employee or principal, in the course and scope of their employment or relationship with PLAN, shall, during the term of this Agreement, 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 is compelled to give testimony by court process. Further, PLAN agrees that neither PLAN, any principal, 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 PLAN or any other persons from representing themselves in any action or in any administrative or legal proceeding.
- 22.2 PLAN agrees that neither PLAN, 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 employees benefits programs, have a material interest in such providers or entities during the term of this Agreement, including any renewal periods, or have a continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PLAN's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 22.3 PLAN agrees that neither PLAN, 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.

[Remainder of Page Left Intentionally Blank]

ARTICLE 23

CONTINGENCY FEE

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

ARTICLE 24

JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

ARTICLE 25

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 events referred to herein, or any document incorporated into this Agreement by reference, and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect, except for such Articles in Exhibits "A-2" through "D-2," which describe the scope of services and performance standards particular to each exhibit. In that case, the specific scope of services and performance standards delineated in each exhibit will prevail over the corresponding scope of services and performance standards in this Agreement. Otherwise, any term, statement, or requirement which is severed from this Agreement pursuant to Article 16 herein because such term, statement, or requirement is held to be invalid, illegal, or unenforceable in any respect, then such term shall be considered severed from the attached and incorporated exhibits as well.

ARTICLE 26

PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, 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 Agreement that are not contained in this document or otherwise incorporated herein. 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 14 above.

ARTICLE 27

THIRD PARTY BENEFICIARIES

Neither PLAN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 28

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

COUNTY or PLAN may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under Article 3 of this Agreement entitled "Scope of Services/Selected Policies and Benefits," Exhibit "C-3-2" of this Agreement entitled "General Provisions/Performance Guarantees". Such changes must be contained in a written amendment, prepared and executed consistent with Article 14 of this Agreement entitled "Amendments," prior to any deviation from the terms of this Agreement, including the initiation of any additional services. COUNTY shall compensate PLAN for such additional services as mutually agreed to by the parties.

ARTICLE 29

PUBLIC ENTITY CRIME ACT

29.1 PLAN represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, 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, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 29.2 In addition to the foregoing, PLAN 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 PLAN has been placed on the convicted vendor list.

ARTICLE 30

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)(2) of the Broward County Procurement Code. Execution of this Agreement by PLAN shall serve as PLAN's required certification that it either has established or that it will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, as may be amended from time to time, and Chapter 21.31(a)(2) of the Broward County Procurement Code, as may be amended from time to time.

ARTICLE 31

LEGISLATIVE, REGULATORY, OR ADMINISTRATIVE CHANGE

In the event there shall be 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 Agreement or which shall make this Agreement 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.

ARTICLE 32

HIPAA COMPLIANCE

PLAN shall fully protect individually identifiable health information as required by HIPAA. PLAN shall handle and secure such PHI in compliance with HIPAA and its related regulations, as may be amended from time to time and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PLAN'S and COUNTY'S uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement.

ARTICLE 33

INCORPORATION BY REFERENCE

The following exhibits, attached hereto and referenced in the respective articles of this Agreement, are incorporated into and made part of this Agreement: Exhibit "A-2," entitled "Certificate of Coverage", Exhibit "B-2," entitled "Premium Rates," Exhibit "C-1-2" entitled "Chronic Condition Management and Clinical Programs", Exhibit "C-2-2," entitled "Wellness Program," Exhibit "C-3-2," entitled "General Provisions/Performance Guarantees," Exhibit "C-4-2," entitled "Additional Terms and Conditions," and Exhibit "D-2," entitled "Certificate of Liability Insurance."

ARTICLE 34

MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 35

PLAN REPRESENTATIONS AND WARRANTIES

35.1 PLAN warrants and guarantees that it is properly licensed and authorized to do business in Broward County as required by the laws of the State of Florida, and the administrative rules and regulations of the Florida Department of Financial Services.

35.2 Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement 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 ____ day of _____, 20__, and HUMANA MEDICAL PLAN, INC. and HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC. signing by and through its _____ on the ____ day of _____, 20__,

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

BY _____
Mayor

Broward County Administrator, as
Ex-Officio Clerk of the Board of County
Commissioners of Broward County,
Florida ____ day of _____, 20__.

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite #423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

By _____

Tricia D. Brissett (Date)
Assistant County Attorney

Print Name and Title above

AGREEMENT BETWEEN BROWARD COUNTY, AND HUMANA MEDICAL PLAN, INC.AND HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC. FOR GROUP HEALTH INSURANCE COVERAGE AND BENEFITS INSURING BROWARD COUNTY EMPLOYEES

HUMANA MEDICAL PLAN, INC.AND HUMANA HEALTH INSURANCE COMPANY OF FLORIDA, INC.

ATTEST: HUMANA

Secretary

By _____

(CORPORATE SEAL)

____ day of _____, 20__.

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____, of the _____, who is personally known to me or who has produced _____ as identification.

Print Name:_____
Notary Public, State of _____ at Large
Commission No._____

My Commission Expires:

Exhibit A-2
Certificate of Coverage

PLAN will provide within 60 days of execution of this agreement.

EXHIBIT B-2 PREMIUM RATES

CDH HIGH, CDH LOW, CDH OON PLANS - ACTIVES & RETIREES W/O MEDICARE

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



COMMISSIONS: 0.00%

RENEWAL INCREASE: 7.21%

Renewal Plan One:		Product:	HMO-High
		Network:	PMM
Coins % Par/Non Par	80	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$1,300	Urgent Care Copay	\$50
Family Annual Par Ded	\$2,600	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$1,500	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$3,000	Emergency Room Copay	\$250
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan - FIBCHMH1			
	Subscribers	Current Rates	Renewal Rates
Employee	1816	\$372.24	\$399.08
Employee/Spouse	911	\$800.57	\$858.29
Employee/Child(ren)	682	\$684.60	\$733.96
Family	643	\$1,170.29	\$1,254.67

Renewal Plan Two:		Product:	HMO-Low Plan
		Network:	PMM
Coins % Par/Non Par	70	PCP/SPC Copay	30ov/ded-coSP
Individual Annual Par Ded	\$2,100	Urgent Care Copay	\$50
Family Annual Par Ded	\$4,200	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$1,500	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$3,000	Emergency Room Copay	Ded/Coins
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan - FIBCHML1			
	Subscribers	Current Rates	Renewal Rates
Employee	250	\$304.80	\$326.78
Employee/Spouse	65	\$655.55	\$702.82
Employee/Child(ren)	78	\$560.58	\$601.00
Family	91	\$958.28	\$1,027.37

Renewal Plan Three:		Product:	NPOS
		Network:	NPOS
Coins % Par/Non Par	80%/70%	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$1300/\$2100	Urgent Care Copay	\$50
Family Annual Par Ded	\$2600/\$4200	Hospital IP Copay/# Days	\$0/\$500
Individual Par MOOP	\$1500/\$1500	Outpt Facility Copay	Ded Coins
Family Par MOOP	\$3000/\$3000	Emergency Room Copay	\$250
Non Par Multiplier	See Above	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan - FIBCBNP1			
	Subscribers	Current Rates	Renewal Rates
Employee	201	\$466.99	\$500.66
Employee/Spouse	41	\$1,004.37	\$1,076.79
Employee/Child(ren)	13	\$858.84	\$920.76
Family	14	\$1,468.19	\$1,574.05

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



Large Claimants:

	Dollar Amount:	Description:
1)	\$1,649,011	Acute Myeloid Leukemia
2)	\$342,314	Complications with Vascular Device
3)	\$321,115	Ventral Hernia
4)	\$304,616	Breast Cancer
5)	\$256,824	Intestinal Obstruction
6)	\$252,347	Prostate Cancer
7)	\$239,223	Ovarian Cancer
8)	\$209,972	Lung Cancer
9)	\$206,316	Multiple Sclerosis

Medical Terms & Conditions:

MEDICAL

Administration

- Medical benefits outlined in this Renewal represent a high level benefit summary, please refer to the Certificate of Coverage for a full description of benefits.
- For Renewal effective dates of 8/1/2012 and later, benefit provision mandated by the Affordable Care Act may not appear in this proposal. These include changes to Women's Preventive Care benefits. The required provisions will be applied to claims administration regardless of the benefits specified in this Renewal.
- Renewal includes HumanaVitality program.

Eligibility

- COBRA and Retiree eligible participants may not represent more than 10% of the total enrolled count.
- Humana reserves the right to recalculate the rates if employee shifts between offered medical coverages would impact premium more than 5% in the aggregate from the Renewal.

Financial

- Minimum employer contribution level is 50% of the single premium.
- Minimum participation required is 75% of all eligible employees (less those opting out due to other qualifying coverage); the absolute minimum enrollment must equal 50% participation of all eligible employees.
- Humana reserves the right to recalculate the rates if demographic changes which are age, sex, coverage type, geographic area, would impact premium more than 5% from the Renewal.
- Humana reserves the right to recalculate the rates for any Federal or State legislation, regulations or other rules or requirements that would impact premium.
- Human reserves the right to recalculate the rates if the Employer funds more than 50% of the Medical plan's deductible.

Custom

- Accepting any rates from this package is also acceptance of releasing Humana of payment from the 2012 Risk Share Settlement. This amount has been added into the renewal calculation to lower increase.

HIGH DEDUCTIBLE HEALTH PLAN - ACTIVES AND RETIREES W/O MEDICARE

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



COMMISSIONS:

Alternate Plan One:		Product:	OA HDHP
		Network:	PMM
Coins % Par/Non Par	70%	PCP/SPC Copay	Ded/Coins
Individual Annual Par Ded	\$2,100	Urgent Care Copay	Ded/Coins
Family Annual Par Ded	\$4,200	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$3,600	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$7,200	Emergency Room Copay	Ded/Coins
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
		Subscribers	Rates
Employee		250	\$323.51
Employee/Spouse		65	\$695.79
Employee/Child(ren)		78	\$594.99
Family		91	\$1,017.10

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



Medical Terms & Conditions:

MEDICAL

Administration

- Medical benefits outlined in this Renewal represent a high level benefit summary, please refer to the Certificate of Coverage for a full description of benefits.
- For Renewal effective dates of 8/1/2012 and later, benefit provision mandated by the Affordable Care Act may not appear in this proposal. These include changes to Women's Preventive Care benefits. The required provisions will be applied to claims administration regardless of the benefits specified in this Renewal.
- Renewal includes HumanaVitality program.

Eligibility

- COBRA and Retiree eligible participants may not represent more than 10% of the total enrolled count.
- Humana reserves the right to recalculate the rates if employee shifts between offered medical coverages would impact premium more than 5% in the aggregate from the Renewal.

Financial

- Minimum employer contribution level is 50% of the single premium.
- Minimum participation required is 75% of all eligible employees (less those opting out due to other qualifying coverage); the absolute minimum enrollment must equal 50% participation of all eligible employees.
- Humana reserves the right to recalculate the rates if demographic changes which are age, sex, coverage type, geographic area, would impact premium more than 5% from the Renewal.
- Humana reserves the right to recalculate the rates for any Federal or State legislation, regulations or other rules or requirements that would impact premium.
- Human reserves the right to recalculate the rates if the Employer funds more than 50% of the Medical plan's deductible.

Custom

- Accepting any rates from this package is also acceptance of releasing Humana of payment from the 2012 Risk Share Settlement. This amount has been added into the renewal calculation to lower increase.

CDH HIGH, CDH LOW, CDH OON - RETIREE ONE ON MEDICARE

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



COMMISSIONS:

RENEWAL INCREASE:

Renewal Plan One:		Product:	HMO High
		Network:	PMM
Coins % Par/Non Par	80	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$1,300	Urgent Care Copay	\$50
Family Annual Par Ded	\$2,600	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$1,500	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$3,000		\$250
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan- FIBCHMH1 One Medicare Member			
	Subscribers	Current Rates	Renewal Rates
Employee		\$260.92	\$279.73
Employee/Spouse		\$689.79	\$739.52
Employee/Child(ren)		\$424.03	\$454.60
Family		\$910.41	\$976.05

Renewal Plan Two:		Product:	HMO Low
		Network:	PMM
Coins % Par/Non Par	70	PCP/SPC Copay	30ov/ded-coSP
Individual Annual Par Ded	\$2,100	Urgent Care Copay	\$50
Family Annual Par Ded	\$4,200	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$1,500	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$3,000	Emergency Room Copay	Ded/Coins
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan- FIBCHML1 One Medicare Member			
	Subscribers	Current Rates	Renewal Rates
Employee		\$213.65	\$229.05
Employee/Spouse		\$564.81	\$605.53
Employee/Child(ren)		\$347.19	\$372.22
Family		\$745.48	\$799.23

Renewal Plan Three:		Product:	NPOS
		Network:	NPOS
Coins % Par/Non Par	80%/70%	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$1300/\$2100	Urgent Care Copay	\$50
Family Annual Par Ded	\$2600/\$4200	Hospital IP Copay/# Days	\$0/\$500
Individual Par MOOP	\$1500/\$1500	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$3000/\$3000	Emergency Room Copay	\$250
Non Par Multiplier	See Above	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan- FIBCBNP1 One Medicare Member			
	Subscribers	Current Rates	Renewal Rates
Employee		\$327.80	\$351.43
Employee/Spouse		\$705.01	\$755.84
Employee/Child(ren)		\$802.85	\$860.74
Family		\$1,030.58	\$1,104.88

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



Large Claimants:

	Dollar Amount:	Description:
1)		

Medical Terms & Conditions:

MEDICAL

Administration

- Medical benefits outlined in this Renewal represent a high level benefit summary, please refer to the Certificate of Coverage for a full description of benefits.
- For Renewal effective dates of 8/1/2012 and later, benefit provision mandated by the Affordable Care Act may not appear in this proposal. These include changes to Women's Preventive Care benefits. The required provisions will be applied to claims administration regardless of the benefits specified in this Renewal.
- Renewal includes HumanaVitality program.

Eligibility

- COBRA and Retiree eligible participants may not represent more than 10% of the total enrolled count.
- Humana reserves the right to recalculate the rates if employee shifts between offered medical coverages would impact premium more than 5% in the aggregate from the Renewal.

Financial

- Minimum employer contribution level is 50% of the single premium.
- Minimum participation required is 75% of all eligible employees (less those opting out due to other qualifying coverage); the absolute minimum enrollment must equal 50% participation of all eligible employees.
- Humana reserves the right to recalculate the rates if demographic changes which are age, sex, coverage type, geographic area, would impact premium more than 5% from the Renewal.
- Humana reserves the right to recalculate the rates for any Federal or State legislation, regulations or other rules or requirements that would impact premium.
- Human reserves the right to recalculate the rates if the Employer funds more than 50% of the Medical plan's deductible.

HIGH DEDUCTIBLE HEALTH PLAN - RETIREE ONE ON MEDICARE

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



COMMISSIONS:

Alternate Plan One:		Product:	OA HDHP
		Network:	PMM
Coins % Par/Non Par	70%	PCP/SPC Copay	Ded/Coins
Individual Annual Par Ded	\$2,100	Urgent Care Copay	Ded/Coins
Family Annual Par Ded	\$4,200	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$3,600	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$7,200	Emergency Room Copay	Ded/Coins
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Alt- One Medicare Member			
		Subscribers	Rates
Employee			\$226.76
Employee/Spouse			\$599.51
Employee/Child(ren)			\$368.53
Family			\$791.24

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



Medical Terms & Conditions:

MEDICAL

Administration

- Medical benefits outlined in this Renewal represent a high level benefit summary, please refer to the Certificate of Coverage for a full description of benefits.
- For Renewal effective dates of 8/1/2012 or later, benefit provision mandated by the Affordable Care Act may not appear in this proposal. These include changes to Women's Preventive Care benefits. The required provisions will be applied to claims administration regardless of the benefits specified in this Renewal.
- Renewal includes HumanaVitality program.

Eligibility

- COBRA and Retiree eligible participants may not represent more than 10% of the total enrolled count.
- Humana reserves the right to recalculate the rates if employee shifts between offered medical coverages would impact premium more than 5% in the aggregate from the Renewal.

Financial

- Minimum employer contribution level is 50% of the single premium.
- Minimum participation required is 75% of all eligible employees (less those opting out due to other qualifying coverage); the absolute minimum enrollment must equal 50% participation of all eligible employees.
- Humana reserves the right to recalculate the rates if demographic changes which are age, sex, coverage type, geographic area, would impact premium more than 5% from the Renewal.
- Humana reserves the right to recalculate the rates for any Federal or State legislation, regulations or other rules or requirements that would impact premium.
- Humana reserves the right to recalculate the rates if the Employer funds more than 50% of the Medical plan's deductible.

Custom

- Accepting any rates from this package is also acceptance of releasing Humana of payment from the 2012 Risk Share Settlement. This amount has been added into the renewal calculation to lower increase.

CDH HIGH, CDH LOW, CDH OON - RETIREE TWO ON MEDICARE

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



COMMISSIONS:

RENEWAL INCREASE:

Renewal Plan One:		Product:	HMO-High Plan
		Network:	PMM
Coins % Par/Non Par	80	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$1,300	Urgent Care Copay	\$50
Family Annual Par Ded	\$2,600	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$1,500	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$3,000	Emergency Room Copay	\$250
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan - FIBCHMH1 Two Medicare Members			
	Subscribers	Current Rates	Renewal Rates
Employee			
Employee/Spouse		\$521.84	\$559.46
Employee/Child(ren)			
Family		\$649.49	\$696.32

Renewal Plan Two:		Product:	HMO-Low Plan
		Network:	PMM
Coins % Par/Non Par	70	PCP/SPC Copay	30ov/ded-coSP
Individual Annual Par Ded	\$2,100	Urgent Care Copay	\$50
Family Annual Par Ded	\$4,200	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$1,500	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$3,000	Emergency Room Copay	Ded/Coins
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan - FIBCHML1 Two Medicare Members			
	Subscribers	Current Rates	Renewal Rates
Employee			
Employee/Spouse		\$427.28	\$458.09
Employee/Child(ren)			
Family		\$531.82	\$570.16

Renewal Plan Three:		Product:	NPOS
		Network:	NPOS
Coins % Par/Non Par	80%/70%	PCP/SPC Copay	25/50
Individual Annual Par Ded	\$1300/\$2100	Urgent Care Copay	\$50
Family Annual Par Ded	\$2600/\$4200	Hospital IP Copay/# Days	\$0/\$500
Individual Par MOOP	\$1500/\$1500	Outpt Facility Copay	Ded Coins
Family Par MOOP	\$3000/\$3000	Emergency Room Copay	\$250
Non Par Multiplier	See Above	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
Current Custom Plan - FIBCBNP1 Two Medicare Members			
	Subscribers	Current Rates	Renewal Rates
Employee			
Employee/Spouse		\$655.60	\$702.87
Employee/Child(ren)			
Family		\$749.19	\$803.21

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



Large Claimants:

	Dollar Amount:	Description:
1)	\$1,649,011	Acute Myeloid Leukemia
2)	\$342,314	Complications with Vascular Device
3)	\$321,115	Ventral Hernia
4)	\$304,616	Breast Cancer
5)	\$256,824	Intestinal Obstruction
6)	\$252,347	Prostate Cancer
7)	\$239,223	Ovarian Cancer
8)	\$209,972	Lung Cancer
9)	\$206,316	Multiple Sclerosis

Medical Terms & Conditions:

MEDICAL

Administration

- Medical benefits outlined in this Renewal represent a high level benefit summary, please refer to the Certificate of Coverage for a full description of benefits.
- For Renewal effective dates of 8/1/2012 and later, benefit provision mandated by the Affordable Care Act may not appear in this proposal. These include changes to Women's Preventive Care benefits. The required provisions will be applied to claims administration regardless of the benefits specified in this Renewal.
- Renewal includes HumanaVitality program.

Eligibility

- COBRA and Retiree eligible participants may not represent more than 10% of the total enrolled count.
- Humana reserves the right to recalculate the rates if employee shifts between offered medical coverages would impact premium more than 5% in the aggregate from the Renewal.

Financial

- Minimum employer contribution level is 50% of the single premium.
- Minimum participation required is 75% of all eligible employees (less those opting out due to other qualifying coverage); the absolute minimum enrollment must equal 50% participation of all eligible employees.
- Humana reserves the right to recalculate the rates if demographic changes which are age, sex, coverage type, geographic area, would impact premium more than 5% from the Renewal.
- Humana reserves the right to recalculate the rates for any Federal or State legislation, regulations or other rules or requirements that would impact premium.
- Human reserves the right to recalculate the rates if the Employer funds more than 50% of the Medical plan's deductible.

Custom

- Accepting any rates from this package is also acceptance of releasing Humana of payment from the 2012 Risk Share Settlement. This amount has been added into the renewal calculation to lower increase.

HIGH DEDUCTIBLE HEALTH PLAN - RETIREE TWO ON MEDICARE

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



COMMISSIONS: 0.00%

Alternate Plan One:		Product:	OA HDHP
		Network:	PMM
Coins % Par/Non Par	70%	PCP/SPC Copay	Ded/Coins
Individual Annual Par Ded	\$2,100	Urgent Care Copay	Ded/Coins
Family Annual Par Ded	\$4,200	Hospital IP Copay/# Days	Ded/Coins
Individual Par MOOP	\$3,600	Outpt Facility Copay	Ded/Coins
Family Par MOOP	\$7,200	Emergency Room Copay	Ded/Coins
Non Par Multiplier	N/A	Rx Plan	N/A
Lifetime Max Benefit	Unlimited	Mail Order Multiplier	
Additional Information:			
		Subscribers	Rates
Employee			
Employee/Spouse			\$453.54
Employee/Child(ren)			
Family			\$564.47

Broward County BOCC

Effective Date: 1/1/2014
Rating Exhibit - Fully Insured
Situs State: Florida



Medical Terms & Conditions:

MEDICAL

Administration

- Medical benefits outlined in this Renewal represent a high level benefit summary, please refer to the Certificate of Coverage for a full description of benefits.
- For Renewal effective dates of 8/1/2012 or later, benefit provision mandated by the Affordable Care Act may not appear in this proposal. These include changes to Women's Preventive Care benefits. The required provisions will be applied to claims administration regardless of the benefits specified in this Renewal.
- Renewal includes HumanaVitality program.

Eligibility

- COBRA and Retiree eligible participants may not represent more than 10% of the total enrolled count.
- Humana reserves the right to recalculate the rates if employee shifts between offered medical coverages would impact premium more than 5% in the aggregate from the Renewal.

Financial

- Minimum employer contribution level is 50% of the single premium.
- Minimum participation required is 75% of all eligible employees (less those opting out due to other qualifying coverage); the absolute minimum enrollment must equal 50% participation of all eligible employees.
- Humana reserves the right to recalculate the rates if demographic changes which are age, sex, coverage type, geographic area, would impact premium more than 5% from the Renewal.
- Humana reserves the right to recalculate the rates for any Federal or State legislation, regulations or other rules or requirements that would impact premium.
- Humana reserves the right to recalculate the rates if the Employer funds more than 50% of the Medical plan's deductible.

Custom

- Accepting any rates from this package is also acceptance of releasing Humana of payment from the 2012 Risk Share Settlement. This amount has been added into the renewal calculation to lower increase.

EXHIBIT C-1-2

2014 CHRONIC CONDITION MANAGEMENT AND CLINICAL PROGRAMS

1. Chronic Condition Management and Clinical Programs: PLAN agrees to implement chronic condition management and clinical programs for the COUNTY including, but not limited to, chronic condition management for Asthma, Chronic Obstructive Pulmonary Disease (COPD), Heart Failure (HF) , Coronary Artery Disease (CAD), Diabetes, Hypertension, as well as clinical programs such as Pregnancy – Humana Beginnings®, Cancer, Personal Nurse®, Renal Health Program, Rare Disease – Specialty Conditions Program, Wellness Coaching, Employee Assistance Program (EAP)/Work-Life Program, Integrated Medical-Behavioral Care (Humana Achievesm), Neonatal Intensive Care Program, and Transplant Management Program. Nothing in this Agreement prohibits PLAN from providing additional chronic condition management and clinical programs at no additional cost to COUNTY.
 - 1.1 The criteria to determine level of risk for chronic condition management and clinical programs by PLAN will be based on evidence based protocols and industry standards as well as the integration of COUNTY's pharmacy data, as determined by PLAN. The levels of risk include Low, Moderate and High.
 - 1.2 Chronic condition management and clinical program intervention will be in accordance with this Exhibit and evidence based protocols and industry standards. PLAN agrees that inbound calls for nurse coaching will be available for low, moderate and high risk.
 - 1.3 PLAN agrees to pay for the incentives provided to members who comply with the criteria outlined in this Exhibit.
 - 1.4 The PLAN agrees that it will provide in its PLAN materials information that informs members that a reasonable alternative is available to obtain the incentive if it is unreasonably difficult due to a medical condition or if it is medically inadvisable, to attempt to satisfy the otherwise applicable standard to obtain the incentive.
 - 1.5 In accordance with applicable law, including HIPAA, PLAN agrees to provide COUNTY, and COUNTY's third party benefits consultant (currently, Wells Fargo Insurance Services, USA) with all the necessary reports to monitor progress of any of these programs including, but not limited to, monthly reports on actual intervention, places of services (outpatient, inpatient, pharmacy) and total dollar spend for each. If PLAN cannot provide this information as part of its standard reporting, PLAN will work with the COUNTY and COUNTY's third party benefits consultant to provide this information.

- 1.6 In accordance with applicable law, including HIPAA, PLAN will provide a monthly report to COUNTY on costs, costs by disease state per member, and monthly utilization statistics.
- 1.7 PLAN agrees to meet quarterly with COUNTY staff to review the status of the chronic condition management and clinical programs.

2. Performance Guarantees.

- 2.1 Term of Performance Guarantee: The performance guarantees described herein shall apply during the term of this Agreement, January 1, 2014 – December 31, 2014 (the “Term”). The performance guarantees described herein shall not apply if this Agreement is terminated by COUNTY prior to December 31, 2014 and in such event, PLAN shall not in any way be liable for any penalty resulting from PLAN's failure to satisfy any or all chronic condition management and clinical program performance guarantees.
- 2.2 Measurement of Compliance: PLAN's satisfaction of the performance guarantees shall be determined at the end of the Term. In determining whether PLAN satisfies a particular performance guarantee the calculation shall be based on:
 - 2.2.1 Compliance levels for the COUNTY's health plan as of December 31, 2013 (the “Baseline”) and the total number of members enrolled in the underlying health plans that offer the services of the programs.
 - 2.2.2 In the event that actual enrollment increases or decreases by fifteen percent (15%) or the member/employee ratio is less than 1.8, PLAN retains the right to revise the performance guarantees with reasonable notice to COUNTY.
- 2.3 Refund Process: PLAN shall provide COUNTY with its final results for the performance guarantees within ninety (90) days after December 31, 2014. If the guarantees have not been met, as described herein, PLAN shall provide a cash payment to COUNTY in the full amount due within thirty (30) days of COUNTY's receipt of the final results, as required in accordance herein.
- 2.4 Termination of Performance Guarantees: PLAN upon written notice, may terminate the chronic condition management and clinical program performance guarantee provisions of this Agreement for one or more of the following reasons:

- 2.4.1 A material change in the health plan initiated by COUNTY that impacts the claim adjudication process, member service functions, medical management, or network management;
- 2.4.2 Failure of COUNTY to meet its obligations to pay premiums under Article 5, Premium Rates, of this Agreement; and
- 2.4.3 Failure of COUNTY to meet their administrative responsibilities (e.g., a submission of incorrect or incomplete eligibility information). The COUNTY shall have a reasonable period of time to correct or supplement any incorrect or incomplete information. If such information is corrected or supplemented, then PLAN may not terminate the chronic condition management and clinical program performance guarantees of this Agreement.
- 2.4.4 Termination of this Agreement by COUNTY prior to the end of this Agreement.

3. Return on Investment.

3.1 Guarantee: PLAN will guarantee that the savings associated with the chronic condition management and clinical programs described in Section 4 below ("CCM Programs") will be equal to two dollars eighty-nine cents (\$2.89) per subscriber participating per month ("CCM Fee").

3.2 Calculation of Savings:

3.2.1 Inpatient Admissions. The guarantee will be reconciled by PLAN annually by determining the difference between (i) aggregate number of inpatient admission for each CCM Program, as reported in the Population Health Management Report ("PHM") as of the Baseline; and (ii) aggregate number of inpatient admission for each CCM Program, as reported in the PHM at the end of the Term; multiplied by average cost per inpatient admission for County members.

3.2.2 Emergency Room Visits. The guarantee will be reconciled by PLAN annually by determining the difference between (i) aggregate number of emergency room visits for each CCM Program, as reported in the PHM as of the Baseline; and (ii) aggregate number of emergency room visits for each CCM Program, as reported in the PHM at the end of the Term; multiplied by average cost per emergency room visits for County members.

3.3 Penalty: There is no penalty if the ratio of the sum of the results of Sections 3.2.1 and 3.2.2 (“CCM Program Savings”) to the CCM Fee is equal to or greater than a 2.5:1 ratio (“Savings Ratio”). If the Savings Ratio is less than a 2.5:1, PLAN will pay a cash payment to COUNTY in an amount equal to the difference between CCM Savings divided by two and one half and the CCM Fee (“RI Penalty”). The RI Penalty shall not exceed the CCM Fee.

4. Clinical Outcome Compliance Improvement Rates: PLAN guarantees COUNTY that it will maintain or improve the compliance levels of clinical outcomes for members identified with the following conditions based on compliance levels for such members as of December 31, 2012 (“Baseline Compliance Level”):

4.1. Coronary Artery Disease (CAD) Members. Utilization of ACE Inhibitor or ARB by members in the past twelve (12) months (“CAD Target”). All CAD members eligible to participate in the PLAN CAD chronic condition management program for a minimum of six (6) months during the Term will achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, up to a seventy percent (70%) compliance with the CAD Target (“CAD Target Compliance Level”). Subsequent to achievement of the CAD Target Compliance Level, PLAN guarantees to maintain the CAD Target Compliance Level.

4.1.1 Penalty: With respect to the CAD Clinical Outcome Compliance Improvement Rate guarantee as set forth above, PLAN will pay a penalty as follows:

- i. If PLAN achieves the CAD Target Compliance Level, no penalty is due.
- ii. If PLAN does not achieve the CAD Target Compliance Level but does achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, no penalty is due, provided the PLAN has achieved a minimum CAD Compliance Level of sixty percent (60%) compliance with the CAD Target.
- iii. If PLAN fails to satisfy either 4.1.1.i or ii above, PLAN will pay a penalty of thirty cents (\$0.30) per employee, per month.
- iv. If the Baseline Compliance Level is less than sixty percent (60%) of the CAD Target, PLAN will commit to achieving sixty percent (60%) compliance with the CAD Target. If this condition is not met, PLAN will pay a penalty of forty cents (\$0.40) per employee, per month.

4.1.2 Program Eligibility: Members identified with CAD who participate in PLAN's CAD program for a minimum of six months. Plan will pay an incentive (\$50 gift card) to member if the following conditions are met within a twelve months period:

- i. Member visits primary provider or specialist;
- ii. Member has LDL below 100;
- iii. Member utilizes ACE inhibitor or ARB prescription, if applicable; and
- iv. Member utilizes Persistent Beta Blocker, where indicated.

4.2. Congestive Heart Failure (CHF) Members. CHF members using Angiotensin-converting enzyme/angiotensin receptor blockers (ACE/ARB) in the past twelve (12) months ("CHF Target"). All CHF members eligible to participate in the PLAN CHF chronic condition management program for a minimum of six (6) months during the Term will achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, up to seventy-five percent (75%) compliance with the CHF Target ("CHF Target Compliance Level"). Subsequent to achievement of the CHF Target Compliance Level, PLAN guarantees to maintain the CHF Target Compliance Level.

4.2.1. Penalty: With respect to the CHF Clinical Protocol/Outcome Compliance Improvement Rate guarantee as set forth above, PLAN will pay a penalty as follows:

- i. If PLAN achieves the CHF Target Compliance Level, no penalty is due.
- ii. If PLAN does not achieve the CHF Target Compliance Level but does achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, no penalty is due, provided the PLAN has achieved a minimum of sixty percent (60%) compliance with the CHF Target.
- iii. If PLAN fails to satisfy either 4.2.1.i or ii above, PLAN will pay a penalty of thirty cents (\$0.30) per employee, per month.

- iv. If the Baseline Compliance Level is less than sixty percent (60%) of the CHF Target, PLAN will commit to achieving sixty percent (60%) compliance with the CHF Target. If this condition is not met, PLAN will pay a penalty of forty cents (\$0.40) per employee, per month.

4.2.2 Program Eligibility: Members identified with CHF who participate in PLAN's CHF program for a minimum of six months. Plan will pay an incentive (\$50 gift card) to member if the following conditions are met within a twelve months period:

- i. Member visits primary provider or specialist;
- ii. Member utilizes ACE Inhibitor or ARB, as appropriate; and
- iii. Member utilizes Beta Blocker, as appropriate.

4.3 Diabetic Members. Diabetic members receiving an HbA1c Test and other evidenced based protocols in the past twelve (12) months ("Diabetic HbA1c Target"). All diabetic members eligible to participate in the diabetic chronic condition management program for a minimum of six (6) months during the Term will achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, up to seventy-five percent (75%) compliance with the Diabetic HbA1c Target ("Diabetic HbA1c Target Compliance Level"). Subsequent to achievement of the Diabetic HbA1c Target Compliance Level, PLAN guarantees to maintain the Diabetic HbA1cTarget Compliance Level.

4.3.1 Penalty: With respect to the Diabetic HbA1c Clinical Outcome Compliance Improvement Rate guarantee as set forth above, PLAN will pay a penalty as follows:

- i. If PLAN achieves the Diabetic HbA1c Target Compliance Level, no penalty is due.
- ii. If PLAN does not achieve the Diabetic HbA1c Target Compliance Level but does achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, no penalty is due, provided that PLAN has achieved a minimum of sixty percent (60%) compliance with Diabetic HbA1c Target.
- iii. If PLAN fails to satisfy either 4.3.1.i or ii above, PLAN will pay a penalty of thirty cents (\$0.30) per employee, per month.

- iv. If the Baseline Compliance Level is less than sixty percent (60%) of the Diabetic HbA1c Target, PLAN will commit to achieving sixty percent (60%) compliance with the Diabetic HbA1c Target. If this condition is not met, PLAN will pay a penalty of forty cents (\$0.40) per employee, per month.

4.3.2 Program Eligibility: Members identified with Diabetes who participate in PLAN's Diabetes program for a minimum of six months. Plan will pay an incentive (\$50 gift card) to member if the following conditions are met within a twelve months period:

- i. Member visits primary provider or specialist;
- ii. Member receives LDL testing;
- iii. Member receives microalbumin testing (nephropathy);
- iv. Member receives HgbA1c testing and good control (<7%);
and
- v. Member receives an annual eye exam.

4.4. Hypertension. All identified members with chronic hypertension or people who have utilized first line antihypertensive medications in the past twelve (12) months ("Hypertension Target Compliance Level"). All Hypertension members eligible to participate in the PLAN clinical management program for a minimum of six (6) months during the applicable Period will achieve a minimum five percent (5%) improvement in the preceding Period Compliance Level, up to a seventy percent (70%) compliance with the Hypertension Target Compliance Level. Subsequent to achievement of the Hypertension Target Compliance Level, PLAN guarantees to maintain the Hypertension Target Compliance Level.

4.4.1 Penalty: With respect to the Hypertension Clinical Outcome Compliance Improvement Rate guarantee as set forth above, PLAN will pay a penalty as follows:

- i. If PLAN achieves the Hypertension Target Compliance Level, no penalty is due.
- ii. If PLAN does not achieve the Hypertension Target Compliance Level but does achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, no penalty is due, provided that PLAN has achieved sixty percent (60%) compliance with the Hypertension Target.

- iii. If PLAN fails to satisfy either 4.4.1.i or ii above, PLAN will pay a penalty of thirty cents (\$0.30) per employee, per month.
- iv. If the Baseline Compliance Level is less than sixty percent (60%) of the Hypertension Target, PLAN will commit to achieving sixty percent (60%) compliance with the Hypertension Target. If this condition is not met, PLAN will pay a penalty of forty cents (\$0.40) per employee, per month.

4.4.2 Program Eligibility: Members identified with Hypertension who participate in PLAN's Hypertension program for a minimum of six months. Plan will pay an incentive (\$50 gift card) to member if the following conditions are met within a twelve months period:

- i. Member visits primary provider or specialist; and
- ii. Member utilizes appropriate antihypertensive medications.

4.5 Asthmatic Members. Asthmatic members using appropriate controller medications in the past twelve (12) months ("Asthmatic Target"). All nurse engaged asthmatic members eligible to participate in the PLAN chronic condition management program for a minimum of six (6) months during the Term will achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, up to sixty percent (60%) compliance with the Asthmatic Target ("Asthmatic Target Compliance Level"). Subsequent to achievement of the Asthmatic Target Compliance Level, PLAN guarantees to maintain the Asthmatic Target Compliance Level.

4.5.1. Penalty: With respect to the Asthmatic Clinical Outcome Compliance Improvement Rate guarantee as set forth above, PLAN will pay a penalty as follows:

- i. If PLAN achieves the Asthmatic Target Compliance Level, no penalty is due.
- ii. If PLAN does not achieve the Asthmatic Target Compliance Level but does achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, no penalty is due, provided that PLAN has achieved sixty percent (60%) compliance with the Asthmatic Target.
- iii. If PLAN fails to satisfy either 4.5.1.i or ii above, PLAN will pay a penalty of thirty cents (\$0.30) per employee, per month.

- iv. If the Baseline Compliance Level is less than sixty percent (60%) of the Asthmatic Target, PLAN will commit to achieving sixty percent (60%) compliance with the Asthmatic Target. If this condition is not met, PLAN will pay a penalty of forty cents (\$0.40) per employee, per month.

4.5.2 Program Eligibility: Members identified with Asthma who participate in PLAN's Asthma program for a minimum of six months. Plan will pay an incentive (\$50 gift card) to member if the following conditions are met within a twelve months period:

- i. Member visits primary provider or specialist; and
- ii. Member utilizes appropriate asthmatic medication

4.6. Chronic Obstructive Pulmonary Disease (COPD) Members. COPD members who have had a Pulmonary Function Test in the past twelve (12) months ("COPD Target"). All COPD members eligible to participate in the PLAN chronic condition management program for a minimum of six (6) months during the Term will achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, up to seventy-five percent (75%) compliance with the COPD Target ("COPD Target Compliance Level"). Subsequent to achievement of the COPD Target Compliance Level, PLAN guarantees to maintain the COPD Target Compliance Level.

4.6.1 Penalty: With respect to the COPD Clinical Outcome Compliance Improvement Rate guarantee as set forth above, PLAN will pay a penalty as follows:

- i. If PLAN achieves the COPD Target Compliance Level, no penalty is due.
- ii. If PLAN does not achieve the COPD Target Compliance Level but does achieve a minimum five percent (5%) improvement over the Baseline Compliance Level, no penalty is due, provided that PLAN has achieved sixty percent (60%) compliance with the COPD Target.
- iii. If PLAN fails to satisfy 4.6.1.i or ii above, PLAN will pay a penalty equal thirty cents (\$0.30) per employee, per month.
- iv. If the Baseline Compliance Level is less than sixty percent (60%) of the COPD Target, PLAN will commit to achieving sixty percent (60%) compliance with the COPD Target. If

this condition is not met, PLAN will pay a penalty equal forty cents (\$0.40) per employee, per month.

4.6.2 Program Eligibility: Members identified with COPD who participate in PLAN's COPD program for a minimum of six months. Plan will pay an incentive (\$50 gift card) to member if the following conditions are met within a twelve months period:

- i. Member visits primary provider or specialist;
- ii. Member receives and utilizes appropriate treatment medication; and
- iii. Member receives routine pulmonary function testing.

EXAMPLE: In determining applicable penalties as set forth in Section 4 above, the following example applies: If a member's Baseline Compliance Level is fifty percent (50%) of the applicable target and the target compliance level for the metric is seventy percent (70%), the guarantee will be to improve the rate from the current fifty percent (50%) to fifty-five percent (55%) by the end of the Term.

4.7 Pregnancy – Humana Beginnings: PLAN shall not provide a performance guarantee for this program.

4.7.1 Program Eligibility: Members who are pregnant who participate in PLAN's Humana Beginnings program for a minimum of six months. Plan will pay an incentive (\$50 gift card) to member who participates in this program for a minimum of six months.

5. Pharmacy Data Integration.

5.1 Guarantee: PLAN guarantees that the COUNTY's self-insured pharmacy data will be integrated with PLAN's Chronic Condition Management and Clinical Programs for identification and compliance for eligible participants in chronic condition management and clinical programs. The COUNTY or its pharmacy vendor shall provide applicable pharmacy data to PLAN within thirty (30) days after the end of each month throughout the Term in such file layout mutually agreed to by the parties.

5.2 Penalty: In the event of PLAN's failure to satisfy the Pharmacy Data Integration guarantee set forth in Section 5.1 above, PLAN will pay a penalty of twelve cents (\$0.12) per employee per month.

6. Health Care Utilization Rate Management Reports ("HCUR").

- 6.1. Guarantee: PLAN will provide the COUNTY with HCUR monthly reports in similar form as that sample report in the RLI, which include twelve (12) months of incurred data with a two (2) month lag, within thirty (30) days after the end of the Term.
 - 6.2. Penalty: In the event of PLAN's failure to satisfy the HCUR Management Reports guarantee set forth in Section 6.1 above, PLAN will pay a penalty of twelve cents (\$0.12) per employee per month.
7. Health Care Utilization Report ("HCUR") Online (OAM) Management Reports.
 - 7.1. Guarantee: PLAN will provide the COUNTY with HCUR Online (OAM) monthly reports, which include twelve (12) months of incurred data with a two (2) month lag, within thirty (30) days after end of the Term. The COUNTY shall register and assign access rights to such reports as it deems appropriate.
 - 7.2. Penalty: In the event of PLAN's failure to satisfy the HCUR Online (OAM) Management Reports guarantee set forth in Section 7.1 above, PLAN will pay a penalty of twelve cents (\$0.12) per employee per month.
8. Population Health Management ("PHM") Reports.
 - 8.1. Guarantee: PLAN guarantees the COUNTY that PLAN PHM Quarterly Reports, which include twelve (12) months of incurred data with a three (3) month lag, will be delivered to the COUNTY within ninety (90) days after the close of each calendar quarter during the Term.
 - 8.2. Penalty: In the event of PLAN's failure to satisfy the PHM Reports guarantee set forth in Section 8.1 above, PLAN will pay a penalty of twelve cents (\$0.12) per employee per month.
9. Any disputed penalties will be reconciled according to Article 7, Payment of Penalties, in this Agreement.

EXHIBIT C-2-2

2014 WELLNESS PROGRAM

PLAN agrees to provide a Wellness Program as detailed in PLAN's RLI response and supplemental responses and as described in Exhibit C-2-2.

1. Fees:

- 1.1 PLAN agrees to a \$10 per member per year wellness fee due by January 13, 2014, based on the number of members enrolled by January 1, 2014 as detailed in PLAN's RLI response.
- 1.2 PLAN agrees to support wellness and the COUNTY's wellness resource centers during the Term with a guaranteed \$50,000 budget, and if expended, an additional \$50,000 to include incentives, marketing promotion materials, printing expenses, and other direct costs associated with all wellness activities for this purpose.
- 1.3 PLAN also agrees to provide a guaranteed \$50,000 budget during the Term for wellness engagement activities and tools.
- 1.4 The wellness account will be reconciled each month by PLAN with reporting to COUNTY. COUNTY will also participate in the spending and approval discussion/process of this expense account.

2. Resources:

- 2.1 PLAN agrees to provide a wellness coordinator/nurse five (5) days a week and a nutritionist three (3) days a week for member consultation and wellness activities programs at various locations throughout the COUNTY, as mutually agreed to by the parties. PLAN agrees that if there is sufficient demand for a nutritionist, it will add additional days per week at no additional cost to COUNTY, as determined by PLAN.
- 2.2 PLAN agrees to meet with COUNTY monthly to review wellness activities. The meetings will include, but are not limited to, PLAN's marketing manager, graphic designer, wellness coordinator, account manager, and director of corporate communications, and representatives from COUNTY.
- 2.3 In accordance with applicable law, including HIPAA, PLAN will report to COUNTY the Health Risk Assessment compliance of the members.
- 2.4 PLAN agrees to assist in the logistics and problem solving to report data regarding biometric screening and Health Risk Assessment compliance.

Exhibit C-3-2 General Provisions/Performance Guarantees			
Category	Guarantee Description	Quarterly Penalty Amount	Annual Max each item
Implementation			
ID Cards – New Hires/Status Changes	99% mailed within 10 business days after final member eligibility is received, system loaded and quality assurance check.	\$4,000	\$ 15,000
ID Cards – Open Enrollment	99% mailed within 10 business days after final member eligibility is received, system loaded and quality assurance check – no later than 1/14/14	\$4,000	\$ 4,000
Medical Eligibility Tape Loading”	Load all medical eligibility tapes to eligibility system within 3 business days of receipt	\$4,000	\$ 4,000
Claims Processing			
Claim Turnaround Time	90% within 15 calendar days; 98% within 30 calendar days	\$4,000	\$ 15,000
Explanation of Benefits (EOB)	EOB will be generated for all plans within 30 calendar days of receipt of filed claim	\$4,000	\$ 15,000
Financial Accuracy: percent of submitted charges process correctly. Monitored monthly and reported quarterly.	98% Gradients are 97.99%-97.76% 97.75%-97.50% 97.49%-97.25% 97.24%-97.00% Below 97.00%	\$ 500 \$1,000 \$1,500 \$2,000 \$2,500	\$ 15,000
Procedural Accuracy: percent of claims processed without non-financial error. Monitored monthly and reported quarterly.	95% Gradients are 94.99%-94.50% 94.49%-94.00% 93.99%-93.50% 93.49%-93.00% Below 93.00%	\$ 500 \$1,000 \$1,500 \$2,000 \$2,500	\$ 15,000
Member Services			
Average Speed to Answer. Monitored monthly and reported quarterly.	30 seconds or less Gradients are 32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	\$ 500 \$1,000 \$1,500 \$2,000 \$2,500	\$ 15,000
Abandonment Rate. Monitored monthly and reported quarterly.	5% Gradients are 5.01%-5.50% 5.51%-6.00% 6.01%-6.50% 6.51%-7.00% Greater than 7.00%	\$ 500 \$1,000 \$1,500 \$2,000 \$2,500	\$ 15,000
Account Management			
Member Satisfaction Survey – must be through a third party vendor and will include health, dental and vision*	80% satisfaction score based on % responding: Satisfied, Very Satisfied and Somewhat Satisfied	\$15,000	\$ 15,000
Communication: Account Manager responds to emails and phone calls	Within 24 business hours	\$ 100	\$ 4,000
Issue Resolution: Account Manager responds to issues in a timely manner	Within 24 business hours	\$ 100	\$ 4,000
Reporting: Provide timely and accurate account specific reports	Quarterly	\$1,500	No Limit -
	Plan agrees to: <ul style="list-style-type: none"> Provide de-identified data to consultant and or their contracted designee. Data extract will be in compliance with HIPAA privacy and security regulations, as amended from time to time, and all other applicable State and Federal law and regulations, until such 		

	<p>time as PLAN) is otherwise notified by BCG to terminate the data exchange.</p> <ul style="list-style-type: none"> • Ongoing data extract will be provided within 15 days after closing of month • Consultant or contracted designee must enter into a Business Associate agreement with PLAN. • The data exchange between PLAN and consultant or their designee will include data fields listed in the medical paid claims extract and prescription drug paid claim extract, referenced as Attachment X and Y to this agreement. • Neither BCG, consultant or designee shall disseminate data without prior consent and approval from PLAN; including but not limited any/information related to bid solicitation or any other public publication. Data to be used for bid solicitation or other uses will be provided by PLAN through a separate process and in accordance with the schedule above. 		
<p>Total Performance Guarantee at Risk From Penalties</p>			<p>\$140,000</p>

EXHIBIT C-4-2

ADDITIONAL TERMS AND CONDITIONS

1. Profit Sharing: PLAN agrees to the following profit sharing calculation.
 - 1.1 In the event that the actual incurred loss ratio is equal or less than eight-eight percent (88%) of the total fully insured premium, PLAN agrees to pay COUNTY fifty-percent (50%) of the difference between the target ratio and the actual incurred loss ratio.
 - 1.2 For example, if the premium is \$1,000, the actual incurred loss ratio is eighty-seven percent (87%) and the target loss ratio is eighty-eight percent (88%), PLAN will pay COUNTY fifty percent (50%) of the \$10 difference, which would yield, \$5 in this example.
 - 1.3 PLAN will provide payment to COUNTY on or before December 31 of the following year, if a fully insured or self-insured policy is in effect with PLAN, at the time of payment.
 - 1.4 PLAN shall not be responsible for the payment of any deficit amount.
 - 1.5 The incurred loss ratio will be calculated based on prior calendar year data. The calculation will include run-out claims through September 30 of the year following the year for which the calculation is being performed. Any remaining run-out will be estimated by PLAN, at its sole discretion, using completion factors and reserves consistent with rating practice.
 - 1.6 The profit sharing proposal will end immediately upon termination of the contract.
2. Laboratory Service Guarantees: PLAN agrees to make at least five laboratories (LabCorp, Quest, Sonic/CPL, BioReference, Spectrum/Solstas) available to Members.
 - 2.1 PLAN agrees to guarantee that Member satisfaction will be at least 85% with laboratory service. The 85% satisfaction is based on an annual carrier satisfaction survey currently performed through Morpace, Inc., during the last quarter of every year.
 - 2.2 In the event the satisfaction level is less than 85% for 2014, PLAN agrees to pay COUNTY \$10,000 for not meeting the 85% minimum satisfaction level.

- 2.3 COUNTY staff, or its designee, will assist with the development of questions for the annual satisfaction survey related to the performance of the laboratory service.
3. Identification Card Jackets: PLAN agrees to provide, at no cost to the COUNTY, identification card jackets for Member's insurance identification cards.
 4. Preventative Mammogram and Colonoscopy: PLAN agrees that a member's first mammogram and first colonoscopy each calendar year will be at no cost to the member when test is performed at an in-network free standing diagnostic facility.
 5. Hearing Exams: PLAN agrees to provide free hearing exams beginning January 1, 2014. Coverage limited to two (2) ears per year up to an annual maximum of \$1,500.00 per insured member.

Exhibit



CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY)
01/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO. EXT): 877-945-7378 FAX (A/C, NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Managed Care Indemnity, Inc. INSURER B: Sentry Insurance A Mutual Co. INSURER C: Sentry Casualty Company INSURER D: INSURER E: INSURER F:	NAIC # C1354-001 24988-000 28460-001
INSURED CompBenefits Company 100 Mansell Court East Roswell, GA 30076		

COVERAGES CERTIFICATE NUMBER: 19208522 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		P00021-1	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ See Below PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			900445312	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	900445308	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	900445309	1/1/2013	1/1/2014	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			P00021-1	1/1/2013	1/1/2014	\$1,000,000. Occurrence See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
 The General Aggregate Limit for General Liability and Professional Liability policy referenced herein is \$5,000,000.

Products and Completed Operations: \$1,000,000, Personal Injury and Advertising Injury: \$1,000,000 and Med Expense \$10,000 are included under General Liability.

RFP #RLI

Jacqueline Binns
2013.01.03
11:22:50 -05'00'

CERTIFICATE HOLDER **CANCELLATION**

Broward County Attn: Human Resources 115 South Andrews Ave Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

AGENCY CUSTOMER ID: 233654

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Tennessee, Inc.		NAMED INSURED CompBenefits Company 100 Mansell Court East Roswell, GA 30076	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Broward County is named as Additional Insured on the General Liability policy as it relates to the RFP.