

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$2,113,021	\$704,341	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>\$2,113,021</u>	<u>\$704,341</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget?	Yes	<u>X</u>	No	_____					
Does this item include the use of Federal funds?	Yes	_____	No	<u>X</u>					
Budget Account	Exp No.:	Fund	<u>5012</u>	Dept	<u>700</u>	Unit	<u>Various</u>	Obj	<u>Various</u>
	Rev No.:	Fund	_____	Dept	_____	Unit	_____	Obj	_____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Employee Health Insurance Fund
Budget Line 5012-700-Variou Units

ASO Fees (\$38.74 per employee per month)	\$464.88
Estimated Participants	<u>4,418</u>
Total ASO Fees (Unit 7312)	\$2,053,840
Stop-Loss Premium (\$13.27 per employee per month)	\$159.24
Estimated Participants	<u>4,418</u>
Total Stop-Loss Premium (Unit 7312)	\$703,522
Wellness Program Incentive	\$50.00
Estimated Participants	<u>1,200</u>
Estimated Total Fees (Unit 7313)	\$60,000
Estimated Total Cost for Plan Year 2023	<u>\$2,817,362</u>

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<p><i>Reviewed 10/12/22</i></p> <p><u>Lisa Martin</u> 10/12/2022 OFMB - FA 10/12</p>	<p><u>Jan. J. J. J. J.</u> 10/12/22 Contract Dev. and Control</p>
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B. Legal Sufficiency:

Anne Deland 10-12-22
Assistant County Attorney

C. Other Department Review:

Department Director

Summary (continued from Page 1): The chart below provides the full breakdown of projected savings:

	2023 Plan Year continuing with the current contract	2023 Plan Year with the new UHC agreement
Projected Claims	\$89,596,000	\$79,293,000
Carrier Plan Administration	\$1,792,000	\$2,054,000
Reinsurance Premiums	\$549,000	\$704,000
Pharmacy Rebates	(\$4,032,000)	(\$5,105,000)
Total	\$87,905,000	\$76,946,000
Cost Avoidance (potential savings)		\$10,959,000

The plan includes an annual wellness allowance of \$175,000 for plan year 2023, which will continue to ensure our regular wellness programming and provide additional incentive opportunities for employees who participate in numerous preventive health initiatives.

Staff is not recommending changes to the benefit coverage or level of employee funding for the health plans for the 2023 plan year. The plan is being monitored by both the County and its contracted actuary to ensure sufficient reserves are in place to securely meet the 60 days of claims safe harbor surplus margin required by the Florida Office of Insurance Regulation ("OIR"). Sufficient funds have been budgeted to fund the program.

In conjunction with its administrative services, UHC will continue to supply the staffing provided by the outgoing carrier, which included; two full time on-site service representatives and one full time wellness coordinator to serve the County in a dedicated role. In addition, as part of the new agreement, UHC will add one full-time behavioral health position employed through UHC and one full time clerical position employed through UHC's SMWBE vendor.
Countywide (HH)

Background and Justification (continued from Page 1):

The County has self-insured its health insurance plans since 2003. Annual claims experience is difficult to predict, but in general is more favorable than the conservative numbers projected by the plan's actuary.

While overall medical costs are trending upward, several steps have been taken in the negotiations with UHC that we believe will slow the trends and allow for additional transparency and cost saving opportunities moving forward. Examples include:

Highlights of the RFP and negotiation process

<ul style="list-style-type: none"> Over \$700,000 in discretionary funds for the County to use to offset fees, implement new programs, etc.
<ul style="list-style-type: none"> Full transparency on claim payments as behavioral health and advanced imaging claims will no longer be capitated.
<ul style="list-style-type: none"> Projected enhanced medical and pharmacy discounts
<ul style="list-style-type: none"> 100% of rebates for drugs paid through the medical plan are returned to the County (higher rebates)
<ul style="list-style-type: none"> Inclusion of a copay assistance card reducing member cost share (473 claims affected)
<ul style="list-style-type: none"> Up to \$1,000,000 in Administrative Service fees at risk if medical trend exceeds agreed upon limits
<ul style="list-style-type: none"> Reduced overall shared savings fees (subrogation, out-of-network provider negotiations, etc.)
<ul style="list-style-type: none"> Expanded network availability for HMO and POS participants within Florida (e.g. Tallahassee) as well as nationwide for students and traveling members and retirees living out of state.
<ul style="list-style-type: none"> UHC Administration fees at risk if provider recruiting efforts are not met by December 15th 2022.

**CONTRACT FOR
EMPLOYEE SELF-FUNDED MEDICAL BENEFITS PLAN
(Contract No. 22-076/MD)**

This Contract No. 22-076/MD is made as of this ___ day of _____, 2022, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and United HealthCare Services, Inc., 9900 Bren Road East, Minnetonka, MN 55343, a Minnesota Corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide professional/consultation services in the area of medical and pharmacy claim administration services to the Risk Management Department in accordance with the following Exhibits, attached hereto and incorporated herein by reference: Exhibit A- Supplemental Terms, Conditions, Pricing, and Programs; Exhibit B - Contractor's RFP Clarification Questions dated August 4, 2022; Exhibit C – Contractor's Proposal dated July 2022; Exhibit D – Administrative Services Agreement; Exhibit E – Request for Proposal 22-076MD and all amendments thereto; and Exhibit F- Business Associate Agreement.

The COUNTY's representative/liason during the performance of this Contract shall be Scott Marting, ARM, CSP, Director, Risk Management, telephone number (561) 233-5400 or designee.

The CONTRACTOR's representative/liason during the performance of this Contract shall be James Moore, Senior Account Executive, telephone number (954)378-0525.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Contract No. 22-076MD minus Exhibits; (2) Contract No. 22-076MD Exhibit A – Supplemental Terms, Conditions, Pricing and Programs; (3) Contract No. 22-076MD Exhibit B Contractor's RFP Clarification Questions dated August 4, 2022; (4) Contract No. 22-076MD Exhibit C – Contractor's Proposal dated July 2022; (5) Contract No. 22-076MD Exhibit D – Administrative Services Agreement; (6) Contract No. 22-076MD Exhibit E - Request for Proposal 22-076MD and all amendments thereto; (7) Contract No. 22-076MD Exhibit F – Business Associate Agreement; (7) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on January 1, 2023, and complete all services by December 31, 2023, with four (4) one (1) year options for renewal subject to the mutual agreement of the parties.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The amount to be paid by the COUNTY under this Contract for all services is set forth in the attached Exhibits.
- B. Invoices received from the CONTRACTOR for monthly administrative charges pursuant to this Contract will be reviewed and approved by the COUNTY's representative to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid

to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 7 - TERMINATION

This Contract may be terminated on:

- i. The date which is at least sixty (60) days from the date that the COUNTY provides written notice to CONTRACTOR of termination of this Contract;
- ii. The date which is at least one hundred eighty (180) days from the date that CONTRACTOR provides written notice to COUNTY of termination of this Contract;
- iii. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Contract;
- iv. Three (3) business days from the date upon which COUNTY fails to fund the Bank Account as required by this Contract provided CONTRACTOR notifies COUNTY of COUNTY's obligation to fund the Bank Account and CONTRACTOR's election to terminate;
- v. Fifteen (15) days from the date upon which COUNTY fails to pay CONTRACTOR any charges identified in this Contract when due provided CONTRACTOR notifies COUNTY of its election to terminate.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit A, Exhibit B, and Exhibit C, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by

the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small/minority/women business enterprises (S/M/WBEs) for participation in

subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply: If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.

- A. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 11 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 11 is a material breach of this Contract.

- i. CONTRACTOR shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the

CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONTRACTOR must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

Failure to comply with this Article 11 is a material breach of this Contract.

ARTICLE 12 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 13 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 14 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Megan Davis, Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review

or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall

not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- F. **Cyber Liability/Technology Errors & Omissions**: CONTRACTOR shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than \$1,000,000 per occurrence, and \$2,000,000 per aggregate. For policies written on a "claims-made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.
- G. **Waiver of Subrogation**: CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- H. **Certificates of Insurance**: Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096

- I. **Umbrella or Excess Liability**: If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no

minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

- J. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 15 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 17 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be

cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 18 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 19 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other

affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 20 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 21 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 23 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - PUBLIC RECORDS, ACCESS AND AUDITS

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as**

provided under Section 119.011(2), F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise

any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 25 - NON-DISCRIMINATION

A. Employer Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

B. Commercial Non-Discrimination

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause

is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 29 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 30 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Scott Marting, ARM, CSP, Director
Risk Management, Palm Beach County
100 Australian Ave
West Palm Beach, FL 33406

and

Palm Beach County Attorney
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Jim Moore - Senior Strategic Account Executive
UnitedHealthcare
3100 SW 145th Avenue, Suite 201
Miramar, FL 33027

ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.

ARTICLE 33 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 34 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 35 - E-VERIFY – EMPLOYMENT ELEGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended.

CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk


By: _____
Robert S. Weinroth, Mayor

WITNESS:


Signature
Keith Dobbins

Name

CONTRACTOR:
United HealthCare Services, Inc.

Company Name


Signature
PAYMAN PEZHMAN

Typed Name
Secretary

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Department Director

SUPPLEMENTAL TERMS, CONDITIONS, PRICING, AND PROGRAMS

DEFINITIONS

The following terms in this Exhibit have the meanings set forth below. The words may be singular or plural.

ACO: Accountable Care Organizations

ASO: Administrative Services Only

CHLIC: CIGNA Health and Life Insurance Company

Contractor: United HealthCare Services, Inc.

Contractor's Proposal: United HealthCare Services, Inc.'s Proposal submitted in response to Palm Beach County Request for Proposal 22-076MD

County: Palm Beach County, Florida

EAP: Employee Assistance Program

FMLA: Family and Medical Leave Act

Members/Membership: Employees of Palm Beach County, Palm Tran, Inc., and the Palm Beach County Supervisor of Elections enrolled in the Palm Beach County Employee Self-Funded Medical Benefits Plan

PEPM: Per employee per month

PMPM: Per member per month

Plan: Palm Beach County Employee Self-Funded Medical Benefits Plan

Questionnaire: Contractor's Proposal to RFP 22-076MD, Appendix B, Attachment B1, Medical ASO – Reinsurance Response Form

RFP: Palm Beach County Request For Proposal 22-076MD

RX: Medical prescription

PERFORMANCE GUARANTEES

1. Contractor agrees to make contact via telephone with the identified top utilized CHLIC providers, as mutually agreed upon, that are not in the Contractor's network to begin the recruitment process. Contractor shall document and provide to County, at a minimum, monthly reports of these efforts that include a full list of non-contracted providers, number of calls made, providers not contacted due to the provider's affiliation with a hospital, PHO, IPA or other health care contracting entity which represents a provider's contracting interest, number of providers that are undergoing credentialing, those providers that do not meet Contractor's credentialing requirements, and providers that are not willing to negotiate. Contractor will initiate contact with identified providers no later than December

15, 2022. The overall credentialing process can take up to 6 months. If Contractor fails to reach out to the identified providers by December 15, 2022, or provide requested reporting, Contractor will be subject to a financial Performance Guarantee of \$15,000. Any penalty will not be paid out of the discretionary fund as referenced in Questionnaire, question 112. Contractor's inability to contact a provider due to unavailable, incomplete or inaccurate contact information or due to the provider's affiliation with a hospital, PHO, IPA or other health care contracting entity which represents a provider's contracting interest will not be considered a failure to contact.

2. Contractor agrees to continuously review the Behavioral Health Network and Vision Network for any gaps in providers and will recruit providers as needed and as requested by County.
3. Contractor agrees to target seventeen (17) pharmacies selected by County that are currently utilized under CHLIC'S Plan to recruit these pharmacies into the Contractor's network. Contractor will provide reporting on these efforts, to also be completed no later than December 15, 2022. These efforts are also covered by the above performance guarantees under those terms identified above.
4. Contractor agrees to provide grandfathering for approximately 1,544 members that are on medications that will be changing from tier two (2) to tier three (3) or not included in the formulary. The grandfathering process will provide the members with notification of this change and will allow the members to continue on their existing medications at the current copay structure during the first quarter of 2023. This notification will be provided to each member two (2) times, in December of 2022, and in February of 2023. Grandfathering will not impact any of the pharmacy pricing and/or guarantees.
5. Contractor agrees to provide County updates on facilities and providers that are potentially terminating Contractor's network that will impact members as soon as possible.

STAFFING

1. Contractor agrees to provide County at a minimum of three days a week, an onsite person to be physically located within the County's Risk Management Department. The onsite person will be supplied a cubical with a dedicated County phone connection and will answer the phone calls of members, meet in person with members, and assist County as needed. Contractor agrees to have the following individuals cover the position on a temporary basis: Jim Moore, Rosa Arguello, and Sara Roccisano, until such time as permanent staff is identified and hired by Contractor. The onsite staffing will begin the week of October 10, 2022, and continue through February, 2023.
2. Contractor agrees to begin sourcing for the year-round clerical position and provide County with resumes for review. The goal is to have this position filled and onsite at County prior to November 2022. The County and Contractor will determine the roles and responsibilities of this position year round. This person will be an employee of Contractor.
3. Contractor agrees to meet with the current onsite CHLIC staff, to recruit and interview, in order to fill the two current onsite staff positions and as well as the one wellness position. Contractor will provide an update no later than October 17, 2022, on the progress of these

efforts. If the existing onsite staff is not interested in transitioning to Contractor, then Contractor will immediately begin sourcing for these positions as well.

4. Contractor agrees to begin sourcing for the additional onsite Mental Health/EAP position and provide the County with the top two (2) to three (3) resumes for review. The goal is to have this position filled and onsite at the County by December 31, 2022, or sooner. This position will be an employee of Contractor.
5. Contractor agrees to provide a dedicated Contractor phone number to be rolled out during implementation and open enrollment to assist members with questions.

IMPLEMENTATION AND 2022 OPEN ENROLLMENT

1. The initial meeting between County and Contractor concerning implementation of the 2023 Plan year will be Friday, October 7, 2022, followed by at a minimum weekly meetings continued through January 2023, as directed by County.
2. Contractor agrees to attend the following open enrollment meetings and assist as requested by the County:
 - a. Attend two (2) in person meetings
 - b. Attend two (2) web based meetings to be recorded
 - c. Develop a Frequently Asked Questions (FAQ) form no later than the week of October 10, 2022, which includes an explanation of how the flex network works.
 - d. Update the Benefits Booklet with Contractor data and information
 - e. Update a Contractor website with information about the Plans, networks etc.
 - f. Provide a specific link on the Contractor website for each network that is available to the County's membership
 - g. Reach out and schedule meetings with all County Departments (30 individual departments) and set up an hour-long meeting with each, providing the schedule to the County so that a County representative may also attend. These meetings need to be concluded no later than October 28, 2022.
3. Contractor is to provide County with the Summaries of Benefits and Coverage (SBC) for the three Plans as soon as possible.
4. Contractor is to provide sample ACO reporting to County.

FUND COMMITMENTS

1. Contractor agrees to provide County with a wellness fund of \$175,000 annually, and if said funds are not fully utilized during the year, any unused funds will be rolled over into the following Plan year. Contractor will provide onsite staff the ability to utilize a credit card to pay for some of the small wellness activities, supplies, etc. that do not require invoicing. Large purchases will be handled via invoice.
2. Contractor agrees to provide a \$50,000 RX implementation credit on the first year to be used at the County's discretion.
3. Contractor agrees to provide a one-time \$5 per member allowance to be utilized during the five-year term of the agreement at the County's sole discretion.

4. Contractor agrees to provide a \$500,000 discretionary fund to be used during the term of the agreement at the County's sole discretion.
5. Contractor agrees to maintain the ASO fees flat for five (5) years.
6. Contractor agrees the Contractor's Proposal is good for the five (5)-year term, and not a one (1)-year term as stated in the footnotes of Contractor's Proposal, Section 8, Medical Plan Design and Fee Detail.

PHARMACY PROGRAM AND REBATES

1. Contractor agrees that the dispensing fees include the usual and customary claims.
2. Contractor agrees to make all final payments for the prior annual year for rebates within 180 days of the close of the Plan year.
3. Contractor agrees to pay all rebates within ninety (90) days upon the close of each quarter.
4. Market Checks can be conducted after twelve (12) months each Plan year. Contractor agrees to use three comparable customers and to use one percent (1%).
5. The Pharmacy Program is an open Preferred Drug List (PDL).
6. Contractor agrees to provide 100 percent of the rebates to the County and not offset the ASO fees with these rebates.
7. New to Market Medications Definition – County agrees with Contractor's terminology and guarantee pricing around New to Market medications.
8. Brand Drug Definition – County agrees with Contractor's new definitions provided around brand/generic drugs as contained in the following table:

- Brand Drug: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee, set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria:
 - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N.
- Generic Drug: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria:
 - Medi-Span Multi-Source Code ("MSC") is equal to Y.
- Authorized Generic: Prescription Drugs that are produced by an innovator (i.e., the brand manufacturer) under a New Drug Application ("NDA") or licensed to be produced by a generic company under the NDA, and are marketed, sold and/or distributed as generics under private label. An Authorized Generic is identical to its Brand Drug counterpart in dosage form, safety, strength, route of administration, intended use, active and inactive ingredients

9. Contractor agrees that the Medical and Pharmacy pricing is not contingent on any minimum participation percent.
10. Contractor agrees to provide 100% of any rebateable prescriptions that are paid through the medical side. In addition, Contractor agrees to provide quarterly reporting on these rebates.
11. Contractor agrees that, on an annual basis, all pharmacy claims may be audited for the prior plan year. The sample size for errors is limited to 300 and is due within thirty (30) days.

MEDICAL PROGRAM

1. At the County's sole discretion, the Medical Plan and the Dental Plan can share data through a program "Bridge to Health" to identify gaps in care in the dental/medical care. The County during the term of the agreement can agree to this program as more fully described in the Contractor's Proposal. There is no cost for this program and data sharing.
2. The following are the names of the networks that are being used for the plans offered to the County:
 - a. HMO and POS are named "NHP Network Flex" (NHNF)
 - b. OAP is named "Choice"
3. Retirees living outside the State of Florida who are enrolled in the NHP HMO /POS will have guesting privileges to the Navigate and Navigate Plus network, which is a self-funded plan with shared savings applied, and which will match the current NHP HMO/POS service plan designs.
4. Contractor agrees to provide on an annual basis all the Student Clinics at Florida Universities, Colleges, and State Colleges that are included in the Contractor networks, and will try to recruit those that are not.
5. Contractor agrees to provide a transition of care for all members that are under ongoing treatment for various conditions. The transition of care will include the first quarter of 2023, and thereafter will be on a case-by-case basis.
6. Contractor agrees to be the full fiduciary including both internal and external appeals at no additional cost to the County.
7. Contractor agrees that reporting will be provide to the County on a monthly basis on the membership that is enrolled within ACOs, including savings, return on investment, and measurements. Any time during the five (5)-year term of the agreement, at the County's sole option, the County can opt out of the ACOs.
8. On a monthly basis, Contractor will provide reporting on shared savings, expenses, and other items that are being processed through the claim wire. On a monthly basis starting in February 2023, Contractor and the County will meet to review and discuss any dollars included in the claim wire.
9. At the County's sole option, the County can add kiosk(s) at a cost of \$550 per month per kiosk. The cost of these kiosks can be paid out of the discretionary funds. The County can request a "demo" kiosk to see if there is value/utilization in this program before committing to implementing any kiosks on a more permanent basis.

10. At the County's sole option, the County can add infertility benefits. The cost to administrator the benefits is \$0.58 PEPM plus any claims cost.
11. Contractor agrees that there is no administration cost for the Teledoc services, only the claim cost.
12. Contractor agrees that it will provide retiree billing if requested by the County at the cost identified in Attachment 1 to this Exhibit A, incorporated herein by reference..
13. Contractor agrees to provide COBRA administration to the County and include the Medical, Dental and Flexible Spending Account lines of coverage. The cost for this service is contained in Contractor's Proposal. These services will also include the new hire paperwork sent out to all new hires. The County chooses the Per Event pricing contained in Contractor's Proposal, with the option to revise that choice in the County's sole discretion.
14. Contractor agrees to provide an FMLA solution as more fully described in Contractor's Proposal at a not to exceed cost of \$4.15 PMPM, as outlined in the Contractor's Proposal and RFP. At the County's sole option, if these services are requested, Contractor will provide a BAFO for these services, which will not exceed those provided in the Contractor's Proposal.
15. Contractor agrees to provide an EAP solution as more fully described in the Contractor's Proposal at a not to exceed cost as outlined in the Contractor's Proposal and RFP. At the County's sole option, if these services are requested, Contractor will provide a BAFO for these services, which will not exceed those already in the Contractor's Proposal and RFP.
16. Contractor agrees to provide Ad Hoc reports at no additional cost to the County.
17. Contractor agrees to provide run out services for the Medical and Pharmacy programs for twelve (12) months at no additional cost to the County.
18. Contractor confirms and agrees that the following programs are included within the ASO fees:
 - a. Real Appeal
 - b. Cancer
 - c. Maternity
 - d. PHS 3.0 Program
19. Contractor agrees that the Vision Discount Plan Benefits will match the County's existing Plan designs.
20. Contractor agrees to match the County's current Plan of benefits with no deviations.
21. Contractor agrees to provide enhanced vision benefits at the same administration cost, at the County's sole option. The claims for the benefits would be billed back to the Plan through the benefits funding bank account. The County will evaluate if it wants to implement this option.
22. Dependent eligibility audit – Contractor agrees to this service as outlined within the Contractor's Proposal and RFP through a Contractor third party - Benefit Outsource, Inc. The cost for this service may be paid through the Discretionary Funds.
23. No Surprise Act – Contractor agrees to provide these services at no cost to the County. The only time there may be a cost is when a provider dispute occurs.
24. Contractor agrees to a forty-five (45)-day Grace Period for all payments due Contractor.

25. Contractor agrees to the ASO invoice structure to include a break down of specific structures, branches and medical plans/tiers. In addition, at the County's sole option, Contractor agrees to the County providing self-billing with no annual reconciliation.
26. Contractor agrees to provide the NaviGuard program on a \$13.00 PEPM basis for the first year of the program. Annually, at the County's sole option, the County can remain on a PEPM basis or move to a not to exceed 35% shared savings. Quarterly, Contractor will provide reports on the number of claims that have gone through this program and achieved savings.
27. Contractor agrees that Questionnaire question 304 relates to the NaviGuard Program.
28. Contractor agrees that the Disease Management program is an opt-out program.
29. Contractor agrees there is no shared savings percentage retained for COB recoveries.
30. Contractor agrees that for Questionnaire question 296, on average Contractor's fee schedules represent the following percentages of the Medicare Resource-Based Relative Value Scale (RBRVS) nationally for primary and specialty care codes:
 - Primary care codes: 111.4 percent
 - Specialty care codes: 125.3 percent
 - Primary and specialty care combined: 119.5 percentThis information is not tracked for hospital providers.
31. Contractor agrees that the capitation fees will be removed from the 2022 baseline and the corresponding 2023 claims for previously capitated services Trend Guarantee.
32. Contractor agrees to the banking arrangements the County currently uses, which include receipt of a weekly report and claimswire, and weekly funding to replenish the claims account.
33. Contractor agrees to provide Stop Loss at \$625,000 Spec at a composite rate of \$13.27 PEPM.
34. Contractor confirmed NHP and Choice networks use the same behavioral health network.
35. Contractor agreed to remove language in their financial medical exhibit stating there is a fixed RX rebate.
36. Contractor agrees to provide Medical Bill Review services (Bill Audit, DRG Audit and Medical Implant Device Audit) at 22% of savings.



COBRA and Direct (Retiree) Billing Fees

Client Name: Palm Beach BOCC
 Effective Date: 1/1/23-12/31/23
 Situs State: FL
 Eligible Employees: 4401/118
 Active Retirees:
 Quoted Date: 10/7/22
 *Implementation TAT is 30-60 days from notification of sell to UHC Benefit Services

This quote offers two pricing options for COBRA and Direct(Retiree) Billing Fees. The first option is PEPM pricing (Per Employee Per Month). This option will charge the PEPM fee against the actual UnitedHealthcare medical subscriber count. PEPM pricing is a great option for you if your company has a high volume of COBRA members or high turnover. It will allow you to have consistent, predictable billing. The second option is Per Event pricing. This is a great alternative for groups with a lower volume of COBRA members and lower turnover. You would only pay based on your actual COBRA activity (per Enrolled and per Qualifying Event Notice). Below, you will see the two options for pricing compared side-by-side, each quoted on a two-year basis.

*Account Executive: Please complete the information below (in gray) then send to your regional COBRA/DB Regional Service Executive (RSE) to have a Client Service Consultant (CSC) assigned. You will need to include the sold date, the pricing type selected (PEPM or Per Event) as well as the SAE information.

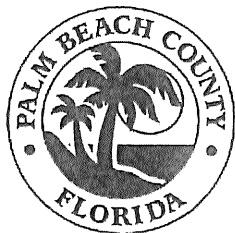
*Pricing is on a one-year basis

Sold Date:	1/1/2018	What is PEPM Pricing?	What is Per Event Pricing?
Pricing Type Selected:	Per Event /Direct Bill	<ul style="list-style-type: none"> Per Employee Per Month (PEPM) billing will charge the PEPM rate against the actual UnitedHealthcare medical subscriber count for your company. With PEPM billing, you will not be charged per COBRA service - monthly invoices, Qualifying Event Notices, Initial Rights Notifications, etc. PEPM is a great billing option for high volume / high turnover groups. PEPM allows consistent, predictable billing invoicing generated on a quarterly basis for administrative services. 	<ul style="list-style-type: none"> Per Event pricing is billed based on the group's actual COBRA activity (per Enrolled COBRA Continuant, per Qualifying Event Notice, etc.) With Per Event pricing you will not be billed per UnitedHealthcare medical subscriber per month. Per Event pricing is a great alternative for low volume/ low turnover groups.
Platform/ Policy #:			
UHC SAE:	J/m Moore		
UHC SAE Email:			
UHC SAE Phone:	954-378-0525		

NOTE: UnitedHealthcare will retain the 2% COBRA administration fee that is routinely charged to enrolled COBRA participants

COBRA Billing Set Up and Maintenance	Year One	Year One
	\$0.55PEPM	
Group Setup Fee (one time fee at implementation)	Included	Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included	Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a	n/a
COBRA Services		
Ongoing COBRA Continuant Per Month Charge	Included	\$4.50
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	Included	\$14.50
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included	\$3.00
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included	Included
State Continuation Notification (per notice)	Included	Included
Past Due Notices to Continuant (per notice, upon request)	Included	Included
Direct (Retiree) Billing Services		
Direct (Retiree) Billing (per continuant per month)	\$4.50	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included	Included
The following are Optional Employee Notification Services Available to customers purchasing COBRA/Direct Bill Services		
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00	\$3.00
Medicare-D Notifications	\$0.95	\$0.95
Open Enrollment Services		
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	\$8.00 Plus Postage	\$8.00 Plus Postage
*There is a \$100 minimum for Open Enrollment Services		

*We provide these certificates through our internal processes as part of standard services for UnitedHealthcare members.



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

August 3, 2022

Sent via e-mail

Proposers to RFP 22-076/MD:

Renethia Jackson, Vice President of Client Management rxjackson@aetna.com
Aetna Life Insurance Company

Yesenia Sanchez, Vice President yesenia.sanchez@cigna.com
Cigna Health and Life Insurance Company and Evernorth Care Solutions, Inc.

Brian Murray, Senior Account Representative brian_t_murray@uhc.com
United HealthCare Services, Inc.

RE: RFP No. 22-076/MD, Employee Self-Funded Medical Benefits Plan

On August 1, 2022, the Selection Committee met to discuss and evaluate proposals submitted for the subject RFP. The Selection Committee has decided to request written responses to written questions from each of the three (3) proposers on their Employee Self-Funded Medical Benefits Plan proposal for further clarification of each of the proposals. These questions are included in this letter as Attachment No. 1.

Please submit your written responses to these questions to me by **12:00 p.m. local time, Thursday, August 4, 2022**, for consideration by the Selection Committee in evaluating your proposal for the subject RFP. Responses may be submitted to me by email: mdavis2@pbcgov.org.

The Selection Committee will reconvene to consider this information and evaluate the proposals on **Monday, August 8, 2022, at 10:00 a.m. local time** in conference room 2N-123 of the Palm Beach County Four Points Building, 50 South Military Trail, West Palm Beach, Florida. This meeting will be open to the public and notice of the meeting will be publicly posted.

The purpose of these written questions and responses is to obtain clarification of your proposal only and is not an opportunity to modify your proposal.

If you have any questions, you may contact me at (561) 616-6816 or at my e-mail address: mdavis2@pbcgov.org.

Sincerely,

Megan Davis
Buyer

Attachment(s):

Attachment No. 1, Written Questions

md:aa

cc: Andrea Mackey, Group Insurance Manager, Risk Management
Brian Palacios, Fiscal Manager, Risk Management
Jaspreet Kandola, Law Clerk, Supervisor of Elections
Maria Figueroa, Division Director, Human Resources
Reginald Duren, Assistant County Administrator
Rick Paulette, CWA Union Representative, CWA
Scott Marting, Director, Risk Management
Sherry Brown, Director, Office of Financial Management & Budget
Terrie James, Human Resources Coordinator, Palm Tran
Tonya Davis Johnson, Director, Office of Equal Business Opportunity
file

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Affirmative Action Employer"

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'CJQ' and recycled paper

**Palm Beach County BOCC
RFP Clarification Questions
United Healthcare**

1. Clarify that within Appendix D, Medical Financial Response Form, p. 2, and throughout: clarify the N/A response means Not Available or Applicable and, therefore, not part of the proposed services. Yes No Clarify that within Appendix D, Medical Financial Response Form, p. 3: Please clarify if the limitation on Member Requested External Claim Review Over 5 is per year. Yes No If no, is it per subscriber. Yes No
2. Clarify that within Appendix D, Medical Financial Response Form, p. 5 and p. 7: Please provide the basis (pepm, pmpm, etc.)for the following:
 - i. Fertility Solutions \$0.58 per pepm? Yes No Per pmpm? Yes No Rx Integration Fee \$0.75 per pepm? Yes No Per pmpm? Yes No
 - ii. Third Party Stop-Loss Fee: \$2.90 per pepm? Yes No Per pmpm? Yes No
 - iii. Stand-Alone Vision plan: \$0.52 per pepm? Yes No Per pmpm? Yes No
3. Appendix D, Medical Financial Response Form, p. 6: Please clarify the PEM is pepm Yes No
4. Clarify that within Appendix D, Medical Financial Response Form, p. 7 the administration fee for the vision plan that matches the current vision discount plan is \$0.52? Yes No If no, is the cost \$1.00. Yes No
5. 3A-1-Attachment B- Medical Response Form, questions 304 and 317: The responses to questions 304 and 317 indicate automatic reprocessing of claim for a non-contracted hospital based provider. The response to question 178 indicates these claims run through the Naviguard program. Clarify that these run through the Naviguard program and the Naviguard fees are applied. Yes No
6. 3A-1-Attachment B- Medical Response Form, question 316: The response to question 316 indicates the Naviguard fee can either be on a pepm basis or a percentage of savings. Exhibit 8A-1-ASO Financial Exhibit.xlsx only shows a percent of savings fee (Financial Commentary tab). Clarify where in the proposal the fixed fee was provided?
The fixed fee was not provided. We have included a percentage of savings on Appendix D, page 3 – Out of Network Fee Negotiations.
7. 3A-1-Attachment B- Medical Response Form, question 309: The response to question 309 indicates 12 months of claim run-out processing is included. Exhibit 8A-1-ASO Financial Exhibit.xlsx indicates 6 months of run-out processing plus an additional charge if 12 months. Clarify that 12 months are included at no additional cost. Yes No
8. Clarify that within 3B-1 and 3B-2-Attachment B2, Medical Repricing: the repricing of the claims with J-codes reflect the closed formulary being proposed. Yes No

9. Clarify that within 3A-1-Attachment B- Medical Response Form, question 251: that Maternity Management and Oncology Management programs are included in the quoted ASO fee. Yes No
10. Clarify the formulary is open and 100% pass through Yes No . If no, is it a closed formulary with a fixed Rx rebate as shown in Attachment 8A.1, financial commentary tab. Yes No
11. Clarify within sections 3A-1-Attachment B- Medical Response Form, question 159 and Exhibit 8A-1-ASO Financial Exhibit.xlsx if ID card customization is included in the ASO fee as indicated in Exhibit 8A-1, admin fee components tab. Yes No . If no, is an additional charge as noted in the response to question 159. Yes No
12. Clarify within Exhibit 8A-1-ASO Financial Exhibit.xlsx the ASO fees, the Rx rebate credit and services are guaranteed for three years beginning January 1, 2023. Yes No If no, are the fees guaranteed as outlined in Exhibit 8A-1 for 2023 only on the Financial Commentary tab, Admin Fee Components tab and Total Plan Costs tab. Yes No
13. Clarify within Exhibit 8A-1-ASO Financial Exhibit.xlsx that OptumHealth Behavioral Solutions is a service on both networks proposed. Yes No
14. Clarify within Exhibit 8A-2 Trend Guarantee Exhibit shows \$37.74 pepm for the ASO fees at risk in row 79; whereas Exhibit 8A-1 ASO Financial Exhibit shows \$38.22. Clarify if \$37.74 is the ASO fee at risk? Yes No If no, is \$38.22 the ASO fee at risk? Yes No

15. Clarify within Exhibit 8A-2 Trend Guarantee Exhibit the Trend Guarantee is applicable to all claims, in all networks being proposed. Yes No

16. Clarify within the Medical Response Form, question 26 do all member have access to the National network if enrolled in NHP? Yes No . Response states "As an enhancement to your current plan, members who enroll in the NHP plans would have access to our National UHC network outside of Florida", within other sections it states that access would be limited to Emergency Care and Convenient Clinics. Are members in the NHP network limited to ER and Convenient outside of Florida? Yes No

17. Within the proposal UHC has offered an additional employee with up to a \$135K per year credit for a mental health specialist. Clarify is the additional employee a PBCC employee? Yes No . If no, is this an UHC employee? Yes No

Choice of employment is at the discretion of PBCC. There are advantages and disadvantages to both scenarios. Further discussion with PBCC is needed.

18. Clarify if Medicare eligible retirees are excluded from the proposed stop loss? Yes No

19. Clarify that in the response to Question 50 the numbers indicated are based on unique providers and not facilities. Yes No . Clarify that the dashes mean that the data is included in another group of doctors. Yes No

In the UHC proposal we provided a unique provider count per category to not artificially elevate the count of our providers in a County. This means that for each individual provider in our network, they would only be counted once in this table, regardless of how many categories or Counties that they work in. Our providers indicate what their primary focus and primary County where they work are and based on these factors, we completed the exhibit.

An example of this is "Cardiovascular Surgeons" where we have 1 provider listed in Palm Beach County and 3 providers in Broward County that have this category listed as their primary focus. We have 32 providers in Palm Beach County and 31 providers in Broward County that perform Cardiovascular Surgery, but list either Cardiology or Cardiovascular Surgery as their primary focus so that is where we included them in the exhibit count.

We have multiple, large Public Sector clients in South Florida and have had no recent concerns raised by any regarding the adequacy of providers in any specific areas listed in the exhibit.

20. Clarify that the stop-loss premiums quoted are not firm and that additional data is needed and further underwriting would be required based on the response to the medical questionnaire response to question 336. Yes No

Our stop loss quote is firm.

21. Clarify that the Performance Guarantees within Question 112 would be paid out of the proposed discretionary fund? Yes No

22. Clarify the data contained in Attachment B4- Disruption Analysis what N/As are supposed to be? Yes No If no, are N/A supposed to be Yes? Yes No

N/As should be a "YES" response on all three tabs.

EXHIBIT C – Contractor’s Proposal dated July 2022

Too large to attach to contract

EXHIBIT D– Administrative Services Agreement

This Exhibit outlines the claims administration and related administrative services CONTRACTOR is providing to COUNTY, either directly or through one of CONTRACTOR's affiliates (the "Services"). In the event of a conflict between the terms of this Exhibit B and the terms of County Contract No. 22-076/MD and Exhibit A to that Contract, County Contract No. 22-076/MD and Exhibit A to that Contract control.

The Services described in this Contract will be made available to COUNTY and where applicable to COUNTY's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 1 Definitions

The following terms in this Exhibit have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees, and other COUNTY financial obligations.

Employee: A current or former employee of COUNTY or its affiliated employer.

Fee: Any fee or other compensation COUNTY pays to CONTRACTOR for Services provided under this Contract.

Medical Benefit Drug Rebate: Any discount, price concession, or other direct or indirect remuneration CONTRACTOR receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's medical benefit during the Term. Medical Benefit Drug Rebate does not include any discount, price concession, administration fees, or other direct or indirect remuneration CONTRACTOR receives from a drug manufacturer for direct purchase of a prescription drug.

Network: The group of Network Providers CONTRACTOR makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: Physician, medical professional, or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee, Retiree or dependent of Employee who is covered by the Plan.

Plan: The plan to which this Contract applies, but only with respect to those provisions of the plan relating to the self-funded health benefits for which CONTRACTOR is providing Services, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator, as defined by applicable law, who is generally responsible for the Plan's operation.

Summary Plan Description or SPD: The document(s) COUNTY provides to Plan Participants describing the terms and conditions of coverage offered under the Plan, including the Summary of Benefits and Coverage (SBC).

Systems: The systems CONTRACTOR owns and makes available to COUNTY to facilitate the transfer of information in connection with this Contract.

Section 2 COUNTY Responsibilities

Section 2.1 Responsibility for the Plan. CONTRACTOR is not the Plan Administrator of the Plan. Any references in this Contract to CONTRACTOR "administering the Plan" are descriptive only and do not confer upon CONTRACTOR any responsibilities or duties beyond the claim administration duties set forth herein. COUNTY is responsible for the Plan, including its benefit design, the legal sufficiency and distribution of Plan documents, and compliance with any laws that apply to COUNTY or the Plan, whether COUNTY is the Plan Administrator or COUNTY designates another party as the Plan Administrator. The COUNTY agrees that the Plan has the authority to pay from Plan assets all fees due under County Contract No. 22-076MD.

Section 2.2 Plan Consistent with this Contract. COUNTY agrees that Plan documents, including the Summary Plan Description and/or the summary of Plan benefits and exclusions are consistent with this Contract. Before distributing any communications describing Plan benefits or provisions to Participants or third parties, COUNTY shall provide CONTRACTOR with such communications which refer to CONTRACTOR or its Services. COUNTY shall amend them if CONTRACTOR and County reasonably determine that references to CONTRACTOR are not accurate, or any Plan provision is not consistent with this Contract or the Services CONTRACTOR is providing.

Section 2.3 Information COUNTY Provides to CONTRACTOR. COUNTY shall provide CONTRACTOR in a timely manner all information that CONTRACTOR requires to provide Services under this Contract.

COUNTY shall, in an accurate and timely manner, provide CONTRACTOR with eligibility information as to which Employees and their dependents are Participants. COUNTY shall notify CONTRACTOR of any change to this information as soon as reasonably possible.

CONTRACTOR may rely on the most current information in CONTRACTOR's possession regarding eligibility of Participants in paying Plan benefits and providing other Services under this Contract. In the event of an eligibility issue which includes a request for claims reprocessing, CONTRACTOR will not be required to process or reprocess claims until the parties agree to the terms on which such changes will be made.

Section 2.4 Notices to Participants. COUNTY shall give Participants the information and documents they need to obtain benefits under the Plan before coverage begins. In the event this Contract is terminated, COUNTY shall notify all Participants that the Services CONTRACTOR is providing under this Contract are discontinued.

Section 3 Medical Benefit Administration Services

Section 3.1 Network Services.

Network Access, Management and Administration. CONTRACTOR will provide access to Networks and Network Providers, as well as related Services including physician (and other health care professional) relations, clinical profiling, contracting, and credentialing, network analysis, and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

Some Network Providers are affiliated with CONTRACTOR, however they are not CONTRACTOR's agents or partners. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. CONTRACTOR is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through CONTRACTOR's affiliates' networks, or the payment for services rendered by the provider or facility.

Out of Network Programs. CONTRACTOR offers out of network programs that strive to increase savings to COUNTY by accessing discounts or negotiating reductions on out of network claims. CONTRACTOR offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. COUNTY's out of network programs are identified in RFP APPENDIX B - MEDICAL ASO SERVICES RESPONSE to the Contract.

Value Based Contracting Program. CONTRACTOR's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned by meeting standards relating to utilization, quality of care, efficiency measures, compliance with CONTRACTOR's other policies or initiatives, or other clinical integration or practice transformation standards. COUNTY shall fund these payments due the Network Providers as soon as CONTRACTOR makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if CONTRACTOR makes the determination that the Network Provider failed to meet a standard, CONTRACTOR will return to COUNTY the applicable amount. CONTRACTOR shall provide COUNTY reports describing the payment amounts made on behalf of COUNTY's Plan.

Only the initial claims-based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance, or deductible requirements. COUNTY will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles, and agrees that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section 3.2 Prevention and Recovery Services. CONTRACTOR will provide prevention and recovery Services for Overpayments and other Plan recovery and savings opportunities.

Overpayments. CONTRACTOR will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Payment Integrity Services. CONTRACTOR provides Services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). CONTRACTOR's Payment Integrity Services help guard against potential errors, fraud, waste, and abuse by reviewing claims on a pre- or post-adjudicated basis.

CONTRACTOR's Payment Integrity Services processes will be based upon CONTRACTOR's proprietary and confidential procedures, modes of analysis, and investigations. CONTRACTOR will use these procedures and standards in delivering Payment Integrity Services to COUNTY and to CONTRACTOR's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. CONTRACTOR does not guarantee or warranty any particular level of prevention, detection, or recovery.

CONTRACTOR makes available to COUNTY an array of standard and optional Payment Integrity Services, as identified in RFP APPENDIX B - MEDICAL ASO SERVICES RESPONSE.

Recovery Process – Non-Class Action Recoveries. COUNTY delegates to CONTRACTOR the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if CONTRACTOR decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where CONTRACTOR pursues recovery through litigation or arbitration, COUNTY, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted CONTRACTOR an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

COUNTY acknowledges that use of CONTRACTOR's standards and procedures may not result in full or partial recovery for any particular claim or for any particular customer. CONTRACTOR will not pursue any recovery if it is not permitted by law, or if recovery would be impractical, as determined in CONTRACTOR's discretion. While CONTRACTOR may initiate litigation or arbitration to facilitate a recovery, CONTRACTOR has no obligation to do so. If CONTRACTOR initiates litigation or arbitration, COUNTY will cooperate with CONTRACTOR in the litigation or arbitration.

If this Contract terminates, in whole or in part, CONTRACTOR can continue recovery activities for any claims paid when the Contract was in effect pursuant to the terms of this Section.

Recovery Process – Class Action Recoveries. Where a class action purports to affect COUNTY's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, CONTRACTOR has the

right to determine whether to seek recovery of the Overpayment on the COUNTY's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If CONTRACTOR elects to seek recovery of such an Overpayment that is at issue in a class action, CONTRACTOR will provide written notice to COUNTY of its intention. If COUNTY does not want CONTRACTOR to seek recovery of the Overpayment, COUNTY shall notify CONTRACTOR in writing within 30 days of receiving notice from CONTRACTOR. If COUNTY does not so notify CONTRACTOR, COUNTY, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to CONTRACTOR all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, COUNTY will cooperate with CONTRACTOR in any resulting litigation or arbitration that CONTRACTOR may file to pursue the Overpayments.

If COUNTY provides CONTRACTOR with written notice that it does not want CONTRACTOR to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, CONTRACTOR will provide COUNTY with related Overpayment claims information, at COUNTY's request. COUNTY is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the COUNTY (or the Plan(s) it sponsors or administers) might have.

If this Contract terminates, in whole or in part, CONTRACTOR can continue recovery activities for any claims paid when the Contract was in effect pursuant to the terms of this Section.

Offsetting Process. Overpayment recoveries may occur by offsetting the Overpayment against future payments to the provider made by CONTRACTOR. In effectuating Overpayment recoveries through offset, CONTRACTOR will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. CONTRACTOR may recover the Overpayment by offsetting, in whole or in part, against: (1) future benefits that are payable under the Plan in connection with Services provided to any Participants; or (2) future benefits that are payable in connection with Services provided to individuals covered under other self-insured or fully-insured plans for which CONTRACTOR processes payments (a "Cross Plan Offset"). In addition to permitting CONTRACTOR to recover Overpayments on behalf of the Plan from benefits payable under other plans, CONTRACTOR will enable other plans (including plans fully insured by CONTRACTOR) to recover their Overpayments from benefits payable under the Plan through Cross Plan Offsets. COUNTY understands and agrees that in doing so, the Plan is participating in a cooperative overpayment recovery effort with other plans for which CONTRACTOR acts as the claims administrator. Reallocations pursuant to this process do not impact the decision as to whether or not a benefit is payable under the Plan. COUNTY represents and warrants that the Plan SPD contains CONTRACTOR's approved template language authorizing Cross Plan Offsets.

In CONTRACTOR's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before CONTRACTOR actually receives the funds from the provider. Conversely, CONTRACTOR may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the COUNTY's Plan. The monthly reconciliation report will contain information relating only to COUNTY's Plan and will not contain information relating to other plans for which CONTRACTOR acts as the claims administrator.

Recovery Fees. COUNTY will be charged a fee for the Payment Integrity Services described in this Section as set forth in RFP APPENDIX D - MEDICAL FINANCIAL RESPONSE FORM. No fees will be charged (a) if the Overpayment is solely the result of CONTRACTOR's acts, or (b) for recoveries obtained through a class action where CONTRACTOR does not file an opt-out case on behalf of COUNTY.

Section 4 Providing Funds for Payment of Plan Benefits

Section 4.1 Responsibility for Payment of Plan Benefits. The Plan is self-funded. COUNTY is solely responsible for providing funds for payment for all Plan benefits. CONTRACTOR has no liability or responsibility to provide these funds. This is true even if CONTRACTOR or its affiliates provide stop loss insurance to COUNTY.

Section 4.2 Bank Account. CONTRACTOR, on COUNTY's behalf, will open and maintain a Bank Account to provide CONTRACTOR access to COUNTY's funds for payment of:

- (1) Plan benefits,
- (2) Plan expenses (e.g., state surcharges and assessments),
- (3) other COUNTY financial obligations; and
- (4) fees authorized by COUNTY.

COUNTY's funds in the Bank Account will not be comingled with any other customer funds.

Section 4.3 Balance In Account. COUNTY will maintain a Bank Account balance to cover expected Bank Account activity (the "Account Balance"). CONTRACTOR will establish the Account Balance based on expected Plan payment obligations, with adjustments for anticipated non-daily activity (e.g., prescription drug benefits and fee payments). CONTRACTOR will notify COUNTY if and when the Account Balance requires revision.

Section 4.4 Issuing and Providing Funds. Checks and/or non-draft payments will be written on and/or issued from a CONTRACTOR general check-writing account maintained at the Bank for CONTRACTOR's self-funded customers.

CONTRACTOR will issue Bank Account funding process documentation to COUNTY. Upon agreement by the parties on process and COUNTY signature of the documents, CONTRACTOR will implement the agreed to Bank Account funding process.

CONTRACTOR will:

- (1) automatically stop payment on all checks that have not been cashed within twelve months of issuance, and
- (2) provide COUNTY with reports for the purposes of performing escheat. COUNTY is solely responsible for making unclaimed payee payments directly.

Section 4.5 Underfunding. If COUNTY does not maintain the required Account Balance:

- (1) COUNTY must immediately correct the funding deficiency and provide prompt notice to CONTRACTOR,
- (2) CONTRACTOR may place stop payments on checks, stop issuing checks and non-draft payments, and suspend any of its other Services under this Contract for the period of time COUNTY does not provide the required funding, and
- (3) If COUNTY does not correct the funding deficiency within 3 business days, CONTRACTOR may terminate this Contract as set forth in Article 7, such termination to be effective the first day such funding deficiency began.

Section 4.6 Escheat. COUNTY is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 4.7 Termination. When this Contract terminates, the Bank Account funding method will remain in place for the length of the run-out period. Following the run-out period, the required Account Balance may be adjusted through mutual agreement of the parties to cover COUNTY's remaining funding obligations. COUNTY will close the Bank Account and recover any remaining funds after stop payments have been

issued on all uncashed checks. CONTRACTOR will provide bank statements and Bank Account reconciliation reports, including reports COUNTY needs for the purposes of performing escheat.

Section 5 Medical Benefit Drug Rebate Allocation and Payment

Allocation and Payment of Medical Benefit Drug Rebates. From time to time, CONTRACTOR or a subcontractor may negotiate with drug manufacturers regarding the payment of Medical Benefit Drug Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. COUNTY will receive 100% of the Medical Benefit Drug Rebates CONTRACTOR receives. CONTRACTOR will retain the balance of such Medical Benefit Drug Rebates as part of CONTRACTOR's compensation. When CONTRACTOR negotiates directly with drug manufacturers for the payment of Medical Benefit Drug Rebates to CONTRACTOR, CONTRACTOR will pay COUNTY the agreed upon Medical Benefit Drug Rebates within thirty (30) calendar days of CONTRACTOR's receipt of such Medical Benefit Drug Rebates from the drug manufacturer. If CONTRACTOR is not able to make payment to COUNTY within thirty (30) calendar days, CONTRACTOR will pay interest on such Medical Benefit Drug Rebates from the date of receipt until CONTRACTOR makes payment to PALM BEACH COUNTY, less approximately thirty (30) days for processing. CONTRACTOR will retain interest earned during this processing timeframe. Interest will be paid at the one-month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

COUNTY will only receive COUNTY's Medical Benefit Drug Rebates to the extent that Medical Benefit Drug Rebates are received by CONTRACTOR. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents CONTRACTOR from receiving Medical Benefit Drug Rebates, the amount COUNTY receives may be reduced or eliminated.

COUNTY agrees that during the term of this Contract Document, neither COUNTY nor the Plan will negotiate or arrange or contract in any way for Medical Benefit Drug Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If COUNTY or the Plan does, CONTRACTOR may, without limiting CONTRACTOR's right to other remedies, immediately terminate COUNTY's and Plan's entitlement to Medical Benefit Drug Rebates (including forfeiture of any Medical Benefit Drug Rebates earned but not paid). In addition, COUNTY agrees to reasonably cooperate with CONTRACTOR in order to obtain Medical Benefit Drug Rebates.

Subcontractor Compensation. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of Medical Benefit Drug Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. CONTRACTOR will provide information on the amount, if any, retained by the subcontractor as compensation for its services, in advance of COUNTY's execution of this Contract Document. In addition, CONTRACTOR will provide COUNTY with thirty (30) days advance notice of any material increase in or method for subcontractor compensation. If at any time COUNTY does not find the subcontractor compensation acceptable, COUNTY may terminate the Medical Benefit Drug Rebates services after thirty (30) days advance written notice to CONTRACTOR.

Section 6 Claim Determinations and Appeals

Section 6.1 Initial Benefit Determinations and First Level Appeals. COUNTY appoints CONTRACTOR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment and (ii) performing the fair and impartial review of first level internal appeals. As such, COUNTY delegates to CONTRACTOR the discretionary authority to (i) construe and interpret the terms of the Plan and (ii) determine the validity of charges submitted to CONTRACTOR under the Plan. If CONTRACTOR denies a Plan benefit claim, in whole or in part, CONTRACTOR shall notify the claimant of the adverse benefit determination and the claimant will have the appeal rights set forth in the Summary Plan Description, and those which are required under law.

Section 6.2 Second Level Appeals. The Party appointed as the named fiduciary under the Plan with respect to performing the fair and impartial review of second level internal appeals, shall make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law. That Party shall notify the claimant of the outcome of the final internal appeal. That party's determination will be final and binding on the claimant and all other interested parties, except as to a claimant's right to an appeal under the external review program.

Section 6.3 External Review Program. In order for COUNTY to meet its regulatory obligations with respect to claim appeals or other applicable external review regulations, COUNTY shall provide an external review program to claimants. COUNTY shall utilize CONTRACTOR's external review program. COUNTY acknowledges that the independent review organizations are not CONTRACTOR subcontractors, and CONTRACTOR is not responsible for the decisions of the independent review organizations.

Section 7 System Access

Section 7.1 Access. CONTRACTOR hereby grants COUNTY the nonexclusive, nontransferable right to access and use the functionalities contained within Systems (e.g., reporting, member-facing websites, customer portals). COUNTY must obtain and maintain, at no expense to CONTRACTOR, the hardware, software, and Internet browser CONTRACTOR requires of COUNTYs to access Systems. COUNTY shall not:

- (1) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by CONTRACTOR for purposes other than as expressly permitted under this Contract, or
- (2) share, transfer or lease COUNTY's right to access and use Systems, to any other person or entity, provided, however, COUNTY may designate a third party, with prior approval from CONTRACTOR, to access Systems on COUNTY's behalf, provided the third party complies with the terms and conditions of such Systems access and COUNTY assumes joint responsibility for such access.

Section 7.2 Security Procedures. COUNTY shall:

- (1) use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by CONTRACTOR,
- (2) use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to CONTRACTOR,
- (3) maintain appropriate logs and monitoring of system activity, and
- (4) notify CONTRACTOR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse or unauthorized disclosure of passwords and user IDs provided by CONTRACTOR.

Section 7.3 Termination. CONTRACTOR may terminate COUNTY's System access and deactivate COUNTY's identification numbers, passwords upon:

- (1) COUNTY's breach of this Section, or
- (2) the latter of the termination of this Contract or expiration of the run-out period.

Section 8 Schedule of Medical Services

The medical benefit administrative services CONTRACTOR has agreed to provide to COUNTY, either directly or through its affiliate, are outlined in RFP APPENDIX B - MEDICAL ASO SERVICES RESPONSE.

Section 9 Pharmacy Benefit Administration Services

The pharmacy benefit administrative services CONTRACTOR has agreed to provide to COUNTY, either directly or through its affiliate, are outlined in RFP APPENDIX C - PHARMACY SERVICES RESPONSE.

The services described in this Section will be made available to COUNTY's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 9.1 Definitions. For pharmacy benefit administrative services, the capitalized terms have the meanings set forth in RFP APPENDIX C - PHARMACY SERVICES RESPONSE. The words may be singular or plural.

Section 9.2 Prescription Drug Benefit Services.

Administrative Support. CONTRACTOR will provide administrative services to the Plan in accordance with COUNTY's most recent SPD(s) and as set forth in RFP APPENDIX C - PHARMACY SERVICES RESPONSE.

Pharmacy Network. CONTRACTOR will establish and maintain a network of pharmacies to provide services to COUNTY. Network Pharmacies can change at any time. CONTRACTOR will make a reasonable effort to provide COUNTY with advance notice of any material changes to the network. CONTRACTOR will establish and maintain a reasonable process for credentialing Network Pharmacies. Upon request, CONTRACTOR will provide COUNTY information on the reimbursement rate to CONTRACTOR's affiliated Network Pharmacies

Mail Order Pharmacy Services. CONTRACTOR will provide, through its affiliate, mail order pharmacy services for COUNTY's Participants. COUNTY's pricing terms for mail order pharmacy services are based on the actual package dispensed and at least a 46-day supply. Prescriptions filled through the mail order pharmacy that are less than a 46-day supply will be processed at retail pricing and will be counted with retail utilization.

Prescription Drug List (PDL). COUNTY has adopted one or more of United's PDLs for use with COUNTY's benefit plans. COUNTY agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Contract or if COUNTY terminates the Pharmacy Benefit Services portion of this Contract, Customer will stop all use of the PDL. Upon termination of this Agreement, or if COUNTY terminates the pharmacy benefit services portion of this Contract, COUNTY will stop all use of the PDL.

While COUNTY is the ultimate decision-maker on selecting the design of COUNTY's PDL(s), COUNTY has requested that CONTRACTOR supply and assist COUNTY with certain PDL development and management functions including but not limited to drug tiering decisions. CONTRACTOR's intent is to offer and provide COUNTY with the same PDL and management strategies that CONTRACTOR develops and employs in the management of CONTRACTOR's fully insured business.

CONTRACTOR makes the final classification of a Prescription Drug to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the Prescription Drug.

Claims Processing and Appeals. CONTRACTOR will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement and RFP APPENDIX C - PHARMACY SERVICES RESPONSE. Pharmacy claim determination and appeal services will be provided for pharmacy claims in accordance with Section 7.

Payments to Pharmacies. In connection with Prescription Claims, a timing difference may occur between the time in which CONTRACTOR withdraws funds from COUNTY's claims account and the time in which CONTRACTOR issues payments to pharmacies and other payees. CONTRACTOR may retain any interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by CONTRACTOR's banking institution.

Rebate Management. COUNTY will be eligible to receive Rebates subject to: the terms of County Contract No. 22-076/MD and Exhibit A thereto; and to the extent not in conflict with those documents, the

terms set forth in RFP APPENDIX C - PHARMACY SERVICES RESPONSE. COUNTY agrees that all payments associated with Rebates and any related interest are not due and owing to COUNTY until CONTRACTOR actually pays them to Customer pursuant to this Contract.

Except for any Rebate guarantees described in the terms of County Contract No. 22-076/MD and Exhibit A thereto, and to the extent not in conflict with those documents, RFP APPENDIX C - PHARMACY SERVICES RESPONSE, CONTRACTOR has no obligation to obtain any particular amount of Rebates for COUNTY.

CONTRACTOR will reconcile, allocate, and credit or disburse all Rebates received in accordance with County Contract No. 22-076/MD and Exhibit A thereto, and to the extent not in conflict with those documents, RFP APPENDIX C - PHARMACY SERVICES RESPONSE.

COUNTY Compliance. If COUNTY, or its affiliates, vendors or third parties contract with or receive payment from another party, including a Drug Manufacturer, for a discount, utilization limit, Rebate or other incentive associated with the utilization of a Prescription Drug, COUNTY will be in material breach of this Contract. COUNTY agrees to reasonable cooperate with CONTRACTOR in order to obtain Rebates.

Coordination of Pharmacy Benefits with Medicare Part D. If elected by COUNTY, COUNTY delegates the discretion and authority to CONTRACTOR to develop and use policies and procedures to coordinate claims for retiree pharmacy benefits claims with COUNTY Part D Prescription Drug plan in accordance with COUNTY Plan design and applicable law.

Exhibit E – Request for Proposal 22-076MD

Too large to attach to contact

BUSINESS ASSOCIATE AGREEMENT
Between Palm Beach County and United HealthCare Service, Inc.
Contract No. 22-076/MD

This Business Associate Agreement ("Agreement") is hereby made and entered into on _____, 2022, by and between Palm Beach County, a political subdivision of the State of Florida, as a HIPAA covered entity, ("COUNTY") and United HealthCare Services, Inc., as a HIPAA business associate ("CONTRACTOR").

A. As a business associate of the COUNTY, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall carry out its obligations under this Contract in compliance with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended ("Privacy Rule"); (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended ("Security Rule"); (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); and (vii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013, as well as all other applicable laws. (hereinafter collectively referred to as "Business Associate Requirements"); and, in order to protect the privacy, confidentiality, integrity, and availability of all individually identifiable protected health information that is created, received, collected, processed, learned, maintained or transmitted on behalf of the COUNTY or as a result of the services provided under this Contract (hereinafter "PHI"), which shall include electronic protected health information (hereinafter "E-PHI"). The definition of PHI and E-PHI as used herein shall be in accordance with definition of these terms in HIPAA and/or the regulations promulgated thereunder.

B. Responsibilities of CONTRACTOR:

In conformity with HIPAA and the Business Associate Requirements, outlined above, the CONTRACTOR agrees that it and its agents, subcontractors, servants, and employees shall:

- a. Not use or further disclose PHI except as permitted under this Contract or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI to the limited dataset as defined in the Business Associate Requirements, except

as permitted by this Contract and shall not use or further disclose PHI in a manner that would violate HIPAA's requirements if done by the COUNTY;

- c. As soon as reasonably practical, report to the COUNTY any use or disclosure of PHI not provided for by this Contract of which the CONTRACTOR becomes aware, and mitigate, to the extent possible, any harmful effect of such use or disclosure of PHI;
- d. CONTRACTOR shall take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of this Agreement;
- e. Document disclosures of PHI in accordance with 45 C.F.R. § 164.528, in order for COUNTY to respond to a request from an Individual for an accounting of disclosures of PHI or in order for the CONTRACTOR to respond to a request for an accounting to the extent required by the HITECH Act;
- f. CONTRACTOR shall promptly inform the COUNTY of a Breach of Unsecured PHI following the first day on which CONTRACTOR knows of such Breach or following the first day on which CONTRACTOR should have known of such Breach. In addition, CONTRACTOR shall provide written notification to the COUNTY hereunder which notification shall:
 - a. Be made no later than three (3) calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - b. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- g. Ensure that any business associates, agents or subcontractors to whom the CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions, terms and conditions that apply to the CONTRACTOR with respect to such PHI;
- h. Enter into a written agreement with any subcontractors or agents that receives, creates, maintains, or transmits PHI received from CONTRACTOR on behalf of COUNTY, legally binding such subcontractors or agents to the same restrictions, terms and conditions that apply to CONTRACTOR pursuant to this Agreement with respect to such PHI, including the requirement that the subcontractor or agent, as applicable, implement reasonable and appropriate safeguards to protect any electronic PHI that is disclosed to it by CONTRACTOR;

- i. Within five (5) calendar days of a request by COUNTY for access to PHI maintained by CONTRACTOR, CONTRACTOR shall make PHI available to COUNTY, or at the written direction of COUNTY, to an Individual to whom such PHI relates or his or her authorized representative. In the event any Individual requests access to PHI directly from CONTRACTOR, CONTRACTOR shall, within five (5) calendar days, forward such request to COUNTY. Any denials of access to the PHI requested shall be the responsibility of COUNTY;
- j. CONTRACTOR shall make PHI available to COUNTY and will amend PHI as instructed by COUNTY, in a manner consistent with the HIPAA Privacy Rule within ten (10) calendar days of receipt of a request from Covered Entity for the amendment of patient's PHI;
- k. Within thirty (30) calendar days of notice by COUNTY to CONTRACTOR that it has received a request for an accounting of disclosures of PHI, CONTRACTOR shall make available to COUNTY such information as is in CONTRACTOR's possession required for COUNTY to satisfy the accounting of disclosures requirement set forth in the Privacy Rule. In the event the request for an accounting is delivered directly to CONTRACTOR, CONTRACTOR shall, within five (5) calendar days, forward the request to COUNTY. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested;
- l. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the CONTRACTOR's and the COUNTY's compliance with HIPAA. The CONTRACTOR shall immediately notify the COUNTY upon receipt or notice of any request by the Secretary of the Department of Health and Human Services to conduct an investigation with respect to PHI relating to services under this Contract;
- m. At the termination or expiration of this Contract, the CONTRACTOR shall return to the COUNTY all PHI received from, or created or received by the CONTRACTOR on behalf of, the COUNTY that the CONTRACTOR still maintains in any form and shall not retain copies of such information. If such return is not feasible, the CONTRACTOR shall continue to protect such PHI in accordance with this Contract and HIPAA, and must limit further uses and disclosures of such PHI to those purposes that made the return of such PHI not feasible;

- n. The CONTRACTOR may, if necessary, use and disclose PHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR. However, in order to disclose PHI:
 - a. The disclosure must be required by law; or
 - b. (i). The CONTRACTOR must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - (ii). The person must notify the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
- o. In conformity with HIPAA and the Business Associate Requirements, the CONTRACTOR, including its agents, servants, subcontractors and employees, shall:
 - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all E-PHI; and
 - b. Ensure that any agent, including a subcontractor, to whom it provides E-PHI agrees to implement reasonable and appropriate safeguards to protect such information; and
 - c. Promptly report to COUNTY any security incident of which it becomes aware.
- p. CONTRACTOR has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 C.F.R. §160.103) ("E-PHI") on behalf of the COUNTY complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of E-PHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart;
- q. CONTRACTOR agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of E-PHI under the Security Standards 45 C.F.R. Part 164;

- r. CONTRACTOR agrees to report to the COUNTY any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. CONTRACTOR agrees to report the Security Incident to the COUNTY as soon as reasonably practicable, but not later than five (5) calendar days from the date the CONTRACTOR becomes aware of the incident;
- s. THE COUNTY agrees and understands that it is independently responsible for the security of E-PHI in its possession or for E-PHI that it receives from outside sources including CONTRACTOR;
- t. The COUNTY and its representatives shall be entitled to audit the CONTRACTOR from time to time to verify compliance with the terms of this Contract. The COUNTY shall be entitled and enabled to inspect the records and other information relevant to the CONTRACTOR's compliance with the terms of this Contract during normal business hours and at the CONTRACTOR's place of business. If CONTRACTOR receives a request, made by or on behalf of the Secretary of Health and Human Services, requiring CONTRACTOR to make available its internal practices, books and records relating to the use and disclosure of PHI or E-PHI, then CONTRACTOR shall promptly notify COUNTY of such request;
- u. The CONTRACTOR shall protect, defend, reimburse, indemnify, and hold the COUNTY, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of any disclosure of PHI or E-PHI due to the actions, inactions or omissions of the CONTRACTOR and/or any of its agents, servants, subcontractors and employees; and
- v. The parties agree to take any action necessary to amend this Contract from time to time so that the COUNTY is in compliance with the Privacy Rule, the Security Rule, the HITECH Act and HIPAA in general. The parties may agree to amend this Contract from time to time in any other respect that they deem appropriate. This Contract shall not be amended except by written instrument executed by the parties.

C. Permitted Disclosures by CONTRACTOR:

- a. CONTRACTOR agrees that, on behalf of the COUNTY, it will perform any transaction for which a standard has been developed under the Electronic Data Interchange (EDI) Rule that CONTRACTOR could reasonably be expected to perform in the ordinary course of its functions on behalf of the COUNTY. CONTRACTOR agrees that it will comply with all applicable EDI standards. The COUNTY further agrees that it will use its best efforts to

comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA. Notwithstanding any other provisions of this Contract, this Contract may be terminated by the COUNTY, in its sole discretion and without penalty to or recourse against the COUNTY, if it determines that the CONTRACTOR has violated a term or provision of this Contract pertaining to the CONTRACTOR's HIPAA obligations, or if the CONTRACTOR engages in conduct which would, if committed by the COUNTY, result in a violation of HIPAA and/or the regulations promulgated thereunder by the COUNTY;

- b. CONTRACTOR may use PHI and E-PHI in its possession for proper management and administration of its duties or to fulfill any of its legal responsibilities;
 - c. Disclose PHI in its possession to third-parties for proper management and administration, or to fulfill any of its legal responsibilities; provided that (i) the disclosures are required by law, as provided for in 45 C.F.R. § 164.103, or (ii) CONTRACTOR has received written assurances from the third party that the PHI will be held confidentially, and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify CONTRACTOR of any instances of which it is aware in which the confidentiality of the PHI has been breached, as required under 45 C.F.R. § 164.504(e)(4);
 - d. Use PHI in its possession to provide data aggregation services relating to the health care operations of COUNTY, as provided in 45 C.F.R. § 164.501; and
 - e. If requested by COUNTY, de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and further provided that CONTRACTOR maintains the documentation required by 45 C.F.R. § 164.514(b), which may be in the form of a written assurance from CONTRACTOR. Pursuant to 45 C.F.R. § 164.502(d), de-identified information does not constitute PHI and is not subject to the terms of the Agreement.
- D. Individual Rights Regarding Designated Record Sets. If CONTRACTOR maintains any PHI that could be construed to be part of a Designated Record Set of COUNTY, CONTRACTOR shall (i) provide access to, and permit inspection and copying of, PHI by COUNTY, or if directed by COUNTY, an Individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. § 164.524, as it may be amended from time-to-time, and (ii) amend PHI maintained by Business Associate as requested by COUNTY. CONTRACTOR shall respond to any request from COUNTY for access by an individual within five (5) calendar

days of such request and shall make any amendment requested by COUNTY within ten (10) calendar days of such request. Any information requested under this Article 5.D shall be provided in the form or format requested, if it is readily producible in such form or format. CONTRACTOR may charge a reasonable fee based upon CONTRACTOR's labor cost in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). COUNTY shall determine whether a denial is appropriate or an exception applies. CONTRACTOR shall notify COUNTY within five (5) calendar days of receipt of any request for access or amendment by an individual. COUNTY shall determine whether to grant or deny access or amendment requested by the individual. CONTRACTOR shall have a process in place for receiving requests for amendments and for appending such requests to the Designated Record Set, as requested by COUNTY.

- E. Production of Electronic Health Records (EHR). If CONTRACTOR maintains EHR as that term is defined in Section 13400 of the HITECH Act and an Individual requests a copy of such records, transmit the electronic records directly to an entity or person designated by the Individual, provided that any such choice is clear, conspicuous, and specific. Any fee charged for such electronic records shall not exceed CONTRACTOR's labor costs.
- F. Data Ownership. COUNTY, and not CONTRACTOR, maintains ownership of all PHI created or received by CONTRACTOR in connection with this.
- G. Additional HITECH Act Compliance.
 - a. CONTRACTOR shall refrain from marketing practices prohibited by Section 13046 of the HITECH Act or the Privacy Rule.
 - b. CONTRACTOR shall refrain from receiving or providing direct or indirect remuneration in exchange for any PHI in a manner that would violate Section 13405(d) of the HITECH Act or 45 C.F.R. § 164.502(a)(5)(ii).
 - c. CONTRACTOR shall be subject to the application of civil and criminal penalties for violation of Sections 13401 and 13404(a) and (b) of Part 1 of the HITECH Act.
- H. Offshoring. CONTRACTOR shall not transfer PHI outside the United States without the prior written consent of COUNTY. In this context, a "transfer outside the United States" occurs if CONTRACTOR's workforce members, agents or subcontractors physically located outside the United States are able to access, use, or disclose PHI.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the date first above written.

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

WITNESS:

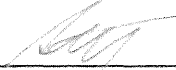
_____ By: _____

Dorritt Miller, County HIPAA Privacy Officer/Assistant County Administrator, Through Verdenia Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND CONDITIONS


County Attorney


Scott Marling, Director, Risk Management

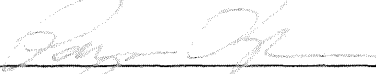
WITNESSES:

CONTRACTOR:


Signature

United HealthCare Services, Inc.
Name of Contractor

Keith Dobbins
Name

By: 
Signature
Payman Pezhman, Secretary