BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **June 15, 2005** Division: **Management Services**

Bulk Item: Yes **X** No ___ Department: **Group Insurance**

AGENDA ITEM WORDING: **Approval of three year contract renewal with Acordia National for Third Party Administration Services and waiver of policy requiring going out for bid. Administrative fees will remain at the current rates for next three years. Current contract expires September 30, 2005.**

ITEM BACKGROUND: **Current contract effective October 1, 2002 through September 30, 2003 with renewals for FY 03-04 & FY 04-05.**

PREVIOUS RELEVANT BOCC ACTION: **BOCC directed RFP be done March 2001 and BOCC approved in January 2002 to continue with Acordia National as the County's Third Party Administrator. On December 17, 2003, as the result of the October 2003 RFP for fully insured and self-insured medical benefits, the BOCC approved to reject proposals for the Health Benefit Plan Claims Administration & Utilization Review Services and continue the contract with Acordia National. No proposals were received for fully insured programs and after reviewing the self-insured programs the proposal submitted by Acordia National was the most cost effective and lease disruptive proposal received.**

CONTRACT/AGREEMENT CHANGES: **This would be a one year contract with two renewals. Administrative fees will remain at the current rates for the upcoming three years.**

STAFF RECOMMENDATIONS: **Approval**

TOTAL COST: **$216,000.00** **BUDGETED:** Yes **X** No ___

COST TO COUNTY: **$216,000.00** **SOURCE OF FUNDS:** **Primarily Ad Valorem**

REVENUE PRODUCING: Yes ___ No **X** **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DIVISION DIRECTOR APPROVAL: Sheila A Barker

Sheila A. Barker
Division Director Management Services

DOCUMENTATION: Included **X** To Follow ___ Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Acordia National

Effective Date: October 1, 2005

Expiration Date: September 30, 2006

Contract Purpose/Description: Third Party Administration for the processing of our Group Insurance Program claims.

Contract Manager: Maria Z. Fernandez (Name) 4448 (Ext.) Administrative Services (Department)

for BOCC meeting on June 15, 2005 Agenda Deadline: August 31, 2004

CONTRACT COSTS

Total Dollar Value of Contract: $216,000.00 Current Year Portion: $_____

Budgeted? Yes ☒ No ☐ Account Codes: 502-08002-530310-_____-_____

Grant: $N/A _____-_____-_____-_____-_____

County Match: $N/A _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes ☐ No ☐	_____	_____
Risk Management	5-31-05	Yes ☐ No ☑	M. Slaub	5-31-05
O.M.B./Purchasing	_____	Yes ☐ No ☑	_____	_____
County Attorney	_____	Yes ☐ No ☐	_____	_____

Comments:_____

OMB Form Revised 9/11/95 MCP #2

ADMINISTRATIVE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this [_____] of [_____] by and between Monroe County (hereinafter "Employer") and ACORDIA NATIONAL, INC. (hereinafter "Acordia National") of 602 Virginia Street, East, Charleston, WV 25301, is hereinafter set forth:

W I T N E S S E T H

WHEREAS, Employer has established an employee welfare benefit plan (hereinafter called "Plan") for the purpose of providing medical, dental, vision, utilization review, Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and other benefits for its employees;

WHEREAS, Employer desires to engage the services of Acordia National as agent for the Employer for the purpose of effecting claim administration under its Plan; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties hereto agree as follows:

1) The effective date of the Employer's Plan shall be October 1, 2005, and shall terminate September 30, 2006.

2) The Plan Year shall be from October 1 to September 30 of each year.

3) The Employer's Tax Identification Number is 596000749.

4) The Benefit Committee designed under the Plan is comprised of County Administrator, Director of Human Resources, and Director of Office of Management and Budget. The Employer agrees to notify Acordia National in writing if the members of the Benefit Committee change. Such notification shall be provided to Acordia National within ten (10) days of adoption of the change and shall include the composition of the Benefit Committee, as changed, and the effective date of any membership changes.

5) The Employer hereby acknowledges that no person shall be authorized to make exceptions, unless the Employer provides written authorization to Acordia National. Employer further agrees that any authorized exception to the Plan terms shall be given effect only if communicated to Acordia National in writing.

6) The Employer agrees to provide Acordia National with any amendment or restatement to the Plan on or before the effective date(s) of any such amendment or restatement.

7) For each Plan Year, the Employer shall sufficiently fund benefits under the

Employer's Plan on a timely basis. "Timely" shall be defined as within thirty (30) days of Acordia National's notification, oral or written, that benefit claims have been processed for payment. These claims will be funded in their entirety and in chronologic order with oldest dates always funded and released first. In the event Employer shall fail to make available sufficient monies to fund its claims in a timely manner, a ten percent (10%) surcharge shall be added to the monthly administrative fee due Acordia National, which surcharge shall become chargeable beginning on the thirty-first (31st) day after Acordia National's notification, as described herein, or may terminate this agreement. Employer acknowledges and agrees that Acordia National shall not have any duty or responsibility to release claim payments if Employer has not sufficiently funded the same.

8) Employer acknowledges and agrees that Acordia National shall not have any financial duty or responsibility to see that the Employer deposit meets the Employer's Plan requirements; however, Acordia National shall keep the Employer advised as to the amount of deposit needed to meet said requirements on a timely basis. Employer further acknowledges and agrees that Acordia National shall not be deemed a fiduciary for the Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"). Accordingly, the services to be performed by Acordia National hereunder shall be limited to the ministerial services set forth herein and the performance by Acordia National shall be subject in all respects to review by Employer within the framework of Plan provisions as well as policies, interpretations, rules, practices and procedures established by Employer. Acordia National shall not have any discretionary authority or control with regard to the management of Plan assets. To the extent permitted by law, Acordia National shall not incur any liability for any acts or for failure to act except for its own willful misconduct in administering the Plan.

9) If required by Acordia National, Employer shall pay Acordia National an initial fee of $ 0.00 for the purpose of establishing administrative services in connection with the Employer's Plan, which fee shall be due and payable upon execution of this Agreement and which shall be non-refundable to the Employer in the event this Agreement is terminated.

Additionally, the monthly capitation fee for administrative services will be:

Medical Claims Administration	$ 10.19 Per Employee Per Month
HIPAA Administration	$ 0.40 Per Employee Per Month
Fee Negotiation	25% of savings

The above monthly capitation fee shall apply to the renewal effective October 1, 2005, and will remain in effect for renewals effective October 1, 2006 and October 1, 2007.

Payment of the fees established above is due from the Employer on or before the 10th day of each month, beginning on the 10th day of October, 2005. The fee quoted is a three (3) year guarantee effective October 1, 2005 and may only be increased by Acordia National if there are additional services rendered by Acordia National on behalf of the Employer necessitated by a change in federal or state law with a thirty (30) day notification. Employee counts for the purpose of monthly administrative fee billing may not be reduced by more than 10% of the billed enrollment unless an explanation is provided. Administrative fee adjustments must be done monthly and cannot be adjusted retroactively in excess of 90 ninety days prior to the month invoiced. Acordia National reserves the right to withhold any fee due to the client if there are any outstanding fees.

Acordia National shall provide generic enrollment forms, claim forms and other administrative and plan forms. In the event Employer desires customized administrative and plan forms, Acordia National will direct the printing of same, however, the cost of such printing shall be paid solely by the Employer.

10) Acordia National shall provide the following services in connection with the administration of Employer's Plan(s):

a) Provide assistance to enroll all eligible Employees (as defined in the Employer's Plan) in Employer's Plan, as agreed with Employer;

b) Provide for Employer's review sample prototype Plan documents, as requested by Employer;

c) Conduct informational programs for all eligible Employees to fully explain the benefits available under the Employer's Plan, as requested by Employer;

d) Respond to telephone and mail inquiries from Plan participants regarding benefits

available to them and their dependents;

e) Provide information concerning Plan benefits and participants, based upon information provided by Employer;

f) Review and analyze all claims and determine whether the charges of health care providers submitted are within reasonable payment guidelines and/or are related to diagnostic related groups, preferred provider organization agreements or other industry standards;

g) Correspond with claimants, as necessary, to process claims and to ascertain whether other coverage exists which might pay the claim in whole or part;

h) Receive, review, and administer all claims for benefits under the Employer's Plan, including the evaluation of claims made;

i) Aid the employer in developing an efficient claims control program;

j) Provide information, on request, for the completion by the Employer of all necessary IRS and ERISA filings; and

k) Provide Employer with a monthly report of claims paid.

11) Acordia National shall provide COBRA administration services, if desired by Employer (check one blank below). It is agreed and understood that COBRA administration services are not provided for 125 Reimbursement Account Plans.

Applicable _____

Non-applicable ____X____

In the event Employer desires Acordia National to provide COBRA administration services, Acordia National agrees to:

a) Provide initial notification of continuation of coverage option to all employees

b) Provide notification, enrollment information and enrollment forms to all qualified beneficiaries within fourteen (14) days of notification by Employer of a qualifying event;

c) Provide monthly billing and collection services for all qualified beneficiaries who elect to continue coverage under the program and supply monthly reports of premiums collected by Employer;

d) Track participating beneficiaries and notify them of their right to convert if a conversion option is available under Employer's Plan;

e) Process all claims for continuing beneficiaries under a segregated category and report, through regular monthly reporting series, claims experience of continuing beneficiaries (COBRA claims will be aggregated during the normal check processing cycle but reported separately at month's end);

f) On an annual basis, at the beginning of Employer's Plan Year, provide rates to be charged continuing participants for coverage in the new Plan Year;

g) Provide for Employer's review sample prototype language to be included in the Plan document to ensure compliance with COBRA legislation;

h) Provide for Employer's review sample prototype language for inclusion in Employer's Summary Plan Description and coordinate, at Employer's option, the printing of new plan booklets at Employer's expense; and

i) Mail all correspondence to Plan participants or qualified beneficiaries directly to the last known address of the employee and/or dependent by first class mail.

In consideration for receipt of these services from Acordia National, Employer agrees to:

a) Notify Acordia National within thirty (30) days of qualifying events for which the Employer has knowledge. Qualifying events include: termination of employment for any reason short of gross misconduct; an employee's reduction of work hours; the Employer's filing for reorganization under Chapter XI of the Bankruptcy Code; an employee's divorce or legal separation; death of an employee; an employee's child ceasing to be a dependent; and a beneficiary's entitlement to Medicare. If the Employer is not notified and does not have knowledge of a qualifying event, the employee has sixty (60) days from the qualifying event in which to notify Acordia National of the same to be eligible for the continuation of coverage option; and

b) Notify Acordia National of any address changes or other pertinent information regarding employee participation in the Employer's Plan(s) to allow Acordia National to properly fulfill the requirements of COBRA legislation.

It is acknowledged by Employer that future legislation related to continuation of benefit coverage, or other matters not currently required by COBRA legislation and COBRA regulations

on the date of this Agreement may necessitate an adjustment in the fee for COBRA administration.

12) In the event Employer does not desire COBRA administration services by Acordia National, but instead the development of COBRA rates applicable to its Plan, Acordia National shall provide the same upon terms, and for a fee, to be agreed upon between Employer and Acordia National.

13) Acordia shall provide the following services related to HIPAA administration for the Employer's Plan:

Applicable X

Non-applicable _____

a) Provide for the Employer's review prototype modifications to the plan document and SPD (Booklet) to address HIPAA requirements;

b) Track the applicable eligibility information and maintain credited coverage information on both a current and future basis;

c) Coordinate the receipt of all certificates of coverage, or other proof of coverage, for all new employees enrolling in the benefit plan;

d) Perform the administrative requirements to analyze the determination of pre-existing conditions and establish the waiting periods that would apply for all new employees and existing employees having pre-existing conditions;

e) Distribute to all required parties the notifications and correspondence documenting pre-existing conditions;

f) Issue certificates of coverage for all employees and their dependents upon termination or upon request;

g) Prepare and distribute standard reports documenting completed HIPAA activities; and

h) Serve as an information resource for HIPAA questions.

i) Distribute Privacy Practices Notices to all participants enrolled as of the effective date of Employer's required compliance on or before said effective date to new participant upon enrollment and to all participants upon material revision to the Notice;

j) Distribute notices of the availability of the Privacy Practices Notice to

participants once every three (3) years;

k) Coordinate the distribution, execution and maintenance of Business Associate Agreements;

l) Maintain designated record sets;

m) Maintain records of all releases of Protected Health Information ("PHI") for purposes other than treatment, payment or health plan operations;

n) Administer access to PHI and maintain a logging system to track and document activities. These documents include:

1. Request for restriction of PHI;
2. Request for accounting of disclosures;
3. Request to access PHI. (Employees requesting access to PHI will be charged $0.50 per page in advance prior to sending out this information);
4. Request to amend PHI;
5. Request for confidential communications;
6. Complaint forms; and
7. Authorization for release of PHI.

o) Assist with the certification of the Group Health Plan;

p) Update policies and related privacy practices for approval of the Employer's Privacy Officer; and

q) Provide training information related to HIPAA Privacy requirements. Employer agrees to pay to Acordia National the actual costs of mailing initial notices, three-year notices and any other mass mailing associated with HIPAA Privacy compliance. Should Employer request customized documents in lieu of the prototypes provided by Acordia National. Employer agrees to pay Acordia National a separate fee for providing such customized documents such fee to be agreed to by the parties.

14) This will serve to confirm our understanding that the Employer desires to utilize the subrogation and related services offered by Healthcare Recoveries, Inc. In connection with the Employer's health plan. Services provided by HRI shall commence 1st day of October, 1999.

Applicable _____X_____

Non-applicable _____

15) In the absence of a designation by the Employer and except for disposition of disputed claims, Acordia National shall determine the manner in which payment of benefits shall be made as it shall deem it to be necessary and appropriate, in accordance with the provisions of Employer's Plan, and shall not be responsible in the exercise of such judgment in the absence of willful misconduct on the part of Acordia National.

16) The Employer shall name Acordia National as an additional insured under its fidelity bond which shall be conditioned upon faithful performance of its duties hereunder, and such fidelity bond which shall in all respects comply with the requirements of the Employee Retirement Income Security Act of 1974, as amended.

17) Notwithstanding any other provision herein, Employer hereby agrees and acknowledges that responsibility for all Plan documents, language or modifications remains at all times with the Employer.

18) (a) Acordia National agrees to defend, indemnify and hold harmless Employer against all claims, damages, liabilities and expenses actually and reasonably incurred or imposed on it in connection with any actual or threatened claim, action, suit, proceeding, settlement or compromise thereof which arises from Acordia's administration of claims under Employer Plan(s) other than in accordance with Plan provisions as well as the willful misconduct of Acordia National, its employees, representatives or agents. The right to be defended, indemnified and held harmless shall extend to Employer's affiliates as well as the employees of Employer, their estates, executors, administrators, guardians, conservators and heirs and shall apply after the employee ceases employment with Employer with respect to acts or omissions of Acordia prior to such cessation.

(b) Employer agrees to defend, indemnify and hold harmless Acordia National against all claims, damages, liabilities and expenses actually and reasonably incurred or imposed on Acordia National in connection with any actual or threatened claim, action, suit, proceeding, settlement or compromise thereof which arises from the Employer or Benefit Committee's actions or omissions to act relating to the Plan or any benefits provided thereunder or the breach by the Employer or Benefit Committee of any provision of this Agreement. The right to be defended, indemnified and held harmless shall extend to Acordia National's affiliates as well as the employees of Acordia National, their estates, executors, administrators, guardians, conservators and heirs and shall apply after the employee ceases employment with Acordia National with respect to acts or omissions prior to such cessation.

19) The terms of this Agreement shall be from the effective date hereof and continue

for a period of one year. This Agreement shall be automatically renewed for successive one-year periods until either party gives the other notice of cancellation in accordance with the terms set forth below. If either party desires to modify or terminate this Agreement, it shall notify the other in writing at least thirty (30) days prior to the effective date of such modification or termination. In the case of proposed modification the party receiving the notification of the proposed modification shall itself notify the other party within ten (10) days after receipt of notice of its agreement to the proposed modification. Failure to do so shall terminate this Agreement as of the end of the Employer's Plan Year.

20) This Agreement may be terminated by either the Employer or Acordia National at any time provided the terminating party gives the other party thirty (30) days prior written notice. The prior written notice will state the prospective effective date of the termination. Termination of this Agreement will not terminate the rights or obligations of either party arising out of the period during which this Agreement was in effect. Upon the expiration of this Agreement, and if the same is not renewed, Acordia National shall return all files of closed or pending claims covered by this Agreement to the Employer.

21) Employer agrees that during the term of this Agreement and for a period of three years after its termination it will not induce any employee of Acordia National to leave Acordia National's employment or directly or indirectly assist any other person or entity in requesting or inducing any such employee of Acordia National to leave such employment.

22) All notices hereunder shall be in writing and mailed by certified mail, return receipt requested. Notices to the Employer shall be at the address first above written and to Acordia National at 602 Virginia Street, East, Charleston, WV 25301-3043, Attention: President, or at such other addresses as the parties may from time to time designate in writing.

23) The Employer and Acordia National agree that this Agreement and the Acordia National Trust for Employee Welfare Benefit Plans shall be administered and construed according to the laws of the State of Florida.

24) In the event this Agreement is terminated, the parties will have the option of agreeing to completion of claims administration services for claims existing at termination for a period following termination of this Agreement upon terms negotiated between the parties and is typically a percentage of paid claims..

25) This Agreement together with the Plan constitute the entire Agreement between the Employer and Acordia National.

26) The undersigned hereby represents and warrants on behalf of the Employer that the Employer (a) has duly approved the adoption of the Plan, this Agreement, and (b) has authorized the Undersigned to execute this Agreement.

27) General Conditions:

a) Acordia National shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Acordia National pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Acordia National shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Acordia National.

b) Administrative Action and Interpretation: In the event that any administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Acordia National agree that venue will lie before the appropriate administrative body in Monroe County, Florida.

The County and Acordia National agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

c) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Acordia National agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) Attorney's Fees and Costs. The County and Acordia National agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

e) Adjudication of Disputes or Disagreements. County and Acordia National agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions

between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

(f) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Acordia National agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Acordia National specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

g) Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

h) Claims for Federal or State Aid. Acordia National and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

i) Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Acordia National and their respective legal representatives, successors, and assigns.

j) Nondiscrimination. County and Acordia National agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Acordia National agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe

amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) Covenant of No Interest. County and Acordia National covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) Public Access. The County and Acordia National shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Acordia National in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Acordia National.

n) Non-Waiver of Immunity. Notwithstanding he provisions of Sec. 768.28, Florida Statutes, the participation of the County and Acordia National in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

o) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

p) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

q) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and Acordia National agree that neither the County nor the Acordia National or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

r) Attestations. Acordia National agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

s) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

t) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by singing any such counterpart.

u) Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the Employer and Acordia National have caused this Agreement to be executed by their respective proper corporate officers.

ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS:

By _____
Mayor Dixie M. Spehar

MONROE COUNTY ATTOR
APPROVED AS TO FOR
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORN
Date 5/26/05

ACORDIA NATIONAL

By _____
Its Chief Operating Officer

ATTEST: _____