

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

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**DATE:** 11/28/2023

**MEETING DATE:**

12/19/2023

**TO:** Jennifer Barker, County Manager

**ITEM TYPE:** Consent  
Item

**THRU:**

**ITEM ID:** 28594

Jim Kovacs, Office Of Human Resources & Risk Management  
Director

**BY:** Amy Munday, Contracting Officer II

**SUBJECT:** Third Party Administrator for Workers Comp, Employer Liability, Property  
And Liability

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**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:

1. Of Contract 23-524 with Tristar Claims Management Services, Inc. (Long Beach, CA) for third party administrator services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is \$95,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2024 Budget. Annual expenditures will not exceed available funding in future fiscal years.

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**BACKGROUND SUMMARY:** The Office of Procurement Services, in coordination with the Office of Human Resources, issued Request for Proposal (RFP) 23-524 for third party administrator services. This solicitation allows replacement of expiring Contract 18-0016 and provides for an initial one-year term with two additional two-year terms available.

Proposals were received from two vendors as shown on the attached price tabulation sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memo reflects technical factors and pricing were evaluated in compliance with the criteria within the RFP. The overall pricing associated with the recommended vendor is competitive with market pricing. Based on the County's needs and in its best interest, the recommendation is to award this contract to the highest ranked and lowest priced vendor: Tristar Claims Management Services, Inc.

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Fiscal Impact: \$95,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
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Property & Casualty	5200	0713400	830561		\$95,000.00
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Advertised Date:

Paper:

Attachments:

1.	23-524 Price Tabulation Sheet
2.	23-524 Selection Committee Minutes
3.	Lake County WC CSA No. 23524 (partial exec 11.27.2023)

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**STAFF APPROVALS AND DATES:**

Amy Munday	Created/Initiated - 11/28/2023
Ron Falanga	Approved - 11/28/2023
Kandace Pourbaix	Approved - 11/28/2023
Jim Kovacs	Approved - 11/28/2023
Sheri Hutchinson	Approved - 11/28/2023
Allison Tesla	Approved - 12/4/2023
Melanie Marsh	Approved - 12/5/2023
Jennifer Barker	Approved - 12/5/2023
Misty Spahn	Final Approval - 12/8/2023

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**ACTION TAKEN BY BOARD:**

Action: New

Other:

Continued/Deferred

Until:

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
TRISTAR CLAIMS MANAGEMENT SERVICES, INC.  
FOR THIRD PARTY ADMINISTRATOR SERVICES**

**RFP # 23-524**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and TRISTAR Claims Management Services, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT.

**WITNESSETH**

**WHEREAS**, the COUNTY publicly submitted a Request for Proposals (RFP) #23-524 seeking firms or individuals to provide third party administrator services for workers' compensation, employer liability, property, and liability; and

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

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

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

**Article 1. Recitals.**

**1.1** Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**Article 2. Purpose.**

**2.1** The purpose of this Agreement is for the CONSULTANT to provide professional Third-Party Administrator (TPA) services, including, but not limited to, providing TPA services for Workers' Compensation, Employer Liability, Property, and Liability, as well as providing other TPA services as needed by the COUNTY.

**Article 3. Scope of Professional Services.**

**3.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**; the CONSULTANT'S proposed solution, attached hereto and incorporated herein by reference as **Exhibit B**; as well as CONSULTANT'S bid response, including all addenda, attached hereto and incorporated herein by reference as **Exhibit C (Composite)**. The CONSULTANT shall be governed by the Price Summary set forth in **Exhibit D**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

**3.2** Term: This Agreement will commence following approval by the Parties, with an effective date of October 1, 2023. The term of the Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

**3.3** The prices set forth in **Exhibit D** shall prevail for the full duration of this Agreement. Any proposed services that are not included in this Agreement shall not exceed what is a reasonable and customary rate for this area. The CONSULTANT shall maintain, for the entirety of this Agreement the same prices, terms, and conditions included within this Agreement. The Agreement remains in effect until completion of the expressed and implied warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

**3.4** Open Quantity Contract: CONSULTANT agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including, but not limited to time, for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other consultant(s).

**3.5** Retaining Other Consultants. The CONSULTANT shall coordinate and work with any other consultants or consultants retained by the COUNTY, as necessary to perform the Services under this Agreement. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**3.6** Purchase of Other Services. While the COUNTY has listed all major services which are utilized by the COUNTY'S related to this Agreement, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor, or to acquire the items through a separate solicitation.

**3.7** The Business Associate Agreement, attached hereto and incorporated herein shall govern all matters necessary to enforce the provisions of the HIPPA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, as applicable to this Agreement, attached hereto and incorporated herein as **Exhibit E**.

#### **Article 4. Payment.**

**4.1** Payment shall be made in accordance with the Price Summary as attached in **Exhibit D**. It is agreed that rates provided by the CONSULTANT shall include all costs associated with performance of the contract including travel and out-of-pocket expenses.

**4.2** Payments shall be tendered in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate COUNTY using department. The COUNTY will pay interest not to exceed 1% per month on all undisputed invoices not paid within thirty (30) days after the due date.



**4.3 Invoices.**

- A. The CONSULTANT shall submit invoices to the COUNTY user department at [humanresources@lakecountyfl.gov](mailto:humanresources@lakecountyfl.gov), or a directed by the using department. Payment of all such invoices shall be subject to formal acceptance of the related work by the COUNTY. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the COUNTY user department at the time the service and /or work product were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.
- B. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of this Agreement and this Agreement may be terminated.

**4.4 Improper Payment Requests and Invoice Disputes.** Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

**4.5** Other than the payment schedule set forth in **Exhibit D**, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**Article 5. COUNTY'S Responsibilities**

**5.1** The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one (1) COUNTY staff member to act as the COUNTY'S Project Manager.

**5.2** The COUNTY shall pay the CONSULTANT, in accordance with Article 4 above for services timely submitted, approved, and accepted by the COUNTY in accordance with the terms of this Agreement.

**Article 6. CONSULTANT'S Responsibilities**

**6.1** The CONSULTANT shall perform the work described in the Scope of Work, attached and incorporated by reference herein as **Exhibit A**; the CONSULTANT'S proposed solution, attached and incorporated by reference herein as **Exhibit B**; and CONSULTANT'S bid submittal and all addenda, and incorporated by reference herein as **Exhibit C (Composite)**.

**6.2** The CONSULTANT shall assign the project personnel proposed and resources described in its submittal to the COUNTY'S RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

**6.3** The CONSULTANT shall manage all sub-consultants to fulfill the Scope of Services.

**6.4** The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

**Article 7. Special Terms and Conditions**

**7.1 Qualifications.** All firms or individuals will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. CONSULTANT shall be responsible for ensuring that all firms or individuals working under this Agreement have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

**7.2 Health Information Confidentiality.**

A. The CONSULTANT shall not use or disclose health information obtained from the COUNTY'S group health plan in a manner inconsistent with the conditions in the COUNTY'S agreement with the group health plan. The COUNTY will provide the CONSULTANT with the applicable group health plan agreement upon request.

B. The CONSULTANT shall execute the Business Associate Agreement, attached hereto and incorporated herein by reference as **Exhibit E**, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

C. If the CONSULTANT obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the COUNTY or another source, while providing services to the COUNTY under this Agreement, the CONSULTANT shall only use or disclose that information pursuant to the SAMHSA regulations.

D. The CONSULTANT will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including, but not limited to, records or other documents containing medical, mental health, or substance abuse information. In the event the COUNTY determines that the CONSULTANT has failed to comply with laws, rules, and regulations governing confidential health information, the COUNTY may terminate this Agreement for cause.

**7.3 Termination.** The COUNTY reserves the right to terminate this Agreement, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with COUNTY ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY'S intent to terminate with a thirty (30) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. **Termination for Convenience.** This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by either party due to a party's breach of a material term of this Agreement, but only after the non-breaching party has provided breaching party with ten (10) calendar days' written notice for the breaching party to cure the breach and the party's failure to cure the breach within that ten (10) day time period. If any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated immediately upon written notice by the COUNTY to the CONSULTANT and the CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services/tasks provided under this Agreement.

7.4 Liquidated Damages. If any part of the Service is not completed by the CONTRACTOR in accordance with this Agreement and within the applicable time period, the CONTRACTOR shall pay Two Hundred Fifty and 00/100 Dollars (\$250.00) for each day that any part of the Service is not completed by the CONTRACTOR. The COUNTY may deduct any amount due under this provision from the applicable invoice from the CONTRACTOR.

7.5 Subcontracting. This Agreement shall not be subcontracted except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subconsultant. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Subcontracting without the prior consent of the COUNTY may result in termination of the Contract for default.

7.6 Indemnity. The CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation negligent acts and errors or omissions that result in material cost increases to COUNTY. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set for in Section 768.28, Florida Statutes.

7.7 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.8** Ownership of Deliverables. The CONSULTANT agrees all deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

**7.9** Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

**7.10** Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONSULTANT, the CONSULTANT must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONSULTANT must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the Agreement price.

C. If the COUNTY and the CONSULTANT are unable to agree on the change order for a requested change, the CONSULTANT shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONSULTANT disagrees with the COUNTY'S adjustment determination, the CONSULTANT must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONSULTANT might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONSULTANT is best suited to complete the work, CONSULTANT may complete the work under a time-and-materials agreement, as provided herein. Consultant's quote to complete the additional work will be limited to (i) the CONSULTANT'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONSULTANT will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subconsultant, additional work will be limited to (i) the subconsultant's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONSULTANT may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONSULTANT and any subconsultant for field and home office overhead is included in the markups listed above. Payment to CONSULTANT will be limited to the amount quoted by the CONSULTANT for the additional work, which the CONSULTANT exceeds at its own risk.

E. The COUNTY will not be liable to the CONSULTANT for any increased compensation in the absence of a written change order executed in accordance with the COUNTY's policy. The payment authorized by such a change order will represent full and complete compensation to the CONSULTANT for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONSULTANT of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONSULTANT.

#### **7.11 Claims and Disputes.**

A. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

B. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

C. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the section titled "Changes in the Scope of Services" within this Agreement. CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

D. Arbitration will not be considered as a means of dispute resolution.

**7.12 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those

undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**7.13 Accuracy and Standard of Care.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports, or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement shall be the care and skill ordinarily and reasonably used by members of CONSULTANT'S profession practicing under the same or similar circumstances.

**7.14 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**7.15 Truth in Negotiations.** Pursuant to Section 287.055, Florida Statutes, the contract pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one (1) year following the end of the Agreement.

**7.16 Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**7.17 Prohibition Against Contingent Fees.** The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.18 Non-Collusion.** The CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

**7.19 Certification Regarding Scrutinized Companies.** The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties,



attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

**7.20** Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended Vendor List.

**7.21** Discriminatory Vendor List. As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

**7.22** Antitrust Violator Vendor List. As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

**7.23** Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within 30 days of the COUNTY making such request, or at a later time as agreed to by the Parties.

**7.24** Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where vendor may have access to personal identifying information, vendor certifies to the County by entering this Agreement that (1) vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in vendor, as defined

by Section 287.138(1)(a), Florida Statutes; and (3) vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

**7.25 Minimum Wage:** The wage rate paid to all laborers, mechanics and apprentices employed by the CONSULTANT for the work under the Agreement will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**7.26 Right to Audit.** The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

C. This provision is hereby considered to be included within, and applicable to, any subconsultant contract entered into by the CONSULTANT in performance of any work under this Agreement.

**7.27 Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public



records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. 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 CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

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

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of

litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If CONSULTANT receives any such request, CONSULTANT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the CONSULTANT of such request, and the CONSULTANT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. CONSULTANT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. CONSULTANT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. CONSULTANT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CONSULTANT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

#### **7.28 Insurance.**

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

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate .....	\$1,000,000/2,000,000
Products-Completed Operations.....	\$2,000,000
Personal & Adv. Injury .....	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense .....	\$5,000
Contractual Liability .....	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident ..... \$1,000,000  
Disease-Each Employer..... \$1,000,000  
Disease-Policy Limit ..... \$1,000,000

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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

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

I. CONSULTANT will be responsible for subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

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

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

**7.29** Federal and/or State Clauses, Terms, and Conditions. Although COUNTY funding is currently considered the primary source for funding tasks under this Agreement, any purchase action may come to be supported in whole or in part by Federal and/or State funding. Therefore, this Agreement may include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under this Agreement.

**7.30** E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and all persons, including subconsultants, assigned by the CONSULTANT to perform work pursuant to this Agreement.

**7.31** Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

**7.32** Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

**7.33** Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements.

**7.34** Certificate of Competency/Licensure, Permits, and Fees. The CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-consultant(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-consultant(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply

the subconsultant(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT.

**7.35** Acceptance of Services. Each assignment shall be inspected by an authorized representative of the COUNTY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions. There may be other acceptance requirements which will be outlined at the time each individual assignment is agreed upon.

A. If the COUNTY staff finds major errors or corrections to a report, those requiring more than one (1) hour of COUNTY staff time, then the COUNTY reserves the right to seek reimbursement for actual time spent.

B. The CONSULTANT shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the specifications in this Agreement or Purchase Order.

C. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement and will not be responsible to pay for any such service.

D. If the CONSULTANT fails to timely and appropriately correct the defective service, the COUNTY reserves the right to procure replacement services on the open market. The CONSULTANT shall be responsible for any increase in cost incurred by the COUNTY in obtaining replacement services. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the CONSULTANT by the COUNTY for any Contract or financial obligation.

**7.36** Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within fifteen (15) calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

**7.37** Disadvantaged Businesses. The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**7.38** Social, Political, or Ideological Interests. Per Section 287.05701, Florida Statutes, the COUNTY will not consider or request documentation of a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**Article 8. Miscellaneous Provisions**

**8.1** Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement is governed by the laws of the State of Florida. Any and all legal action arising out of this Agreement will have its venue in Lake County and the Agreement will be interpreted according to the laws of Florida. Arbitration will not be used as a means for dispute resolution. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT.

**8.2** Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

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

**8.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

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

**8.8** Compliance with State, Federal, and Local Laws. The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

**8.9** Prime Consultant. The CONSULTANT will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subconsultants will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subconsultants without a COUNTY contract are limited to thirty percent (30%) of the task not to exceed \$35,000. Professional services subconsultants currently under contract with the COUNTY obtained through competitive solicitation may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants currently under contract with the COUNTY. The professional services subconsultants' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subconsultants will be made without consent of the COUNTY. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

**8.10** State Registration Required. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida



Statutes, unless exempt from registration. A copy of CONSULTANT'S registration must be provided to the COUNTY on request.

**8.11 Assignment.** The CONSULTANT shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of this Agreement for default.

**8.12 Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation, or other material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**8.13 Non-Exclusivity.** The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this Agreement.

**8.14 Other Agencies.** With the consent of the CONSULTANT, other agencies may make purchases in accordance with this Agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**8.15 Other County Departments.** Although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

**8.16 Continuation of Work.** Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the COUNTY and the CONSULTANT, continue until completion without change to the then current prices, terms and conditions.

**8.17 Warranty.** All warranties express and implied, must be made available to the COUNTY for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the CONSULTANT against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Agreement will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONSULTANT shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

**8.18 Tobacco Products.** Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

**8.19 Anti-Trafficking Related Activities.** The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking related activities listed below. These prohibitions specifically

apply to come federally funded contracts and prohibit consultants, consultant employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**8.20 Modification of Contract.** This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

**8.21 Contract Extension.** The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT. Exercise of the above options requires the prior approval of the Procurement Services Manager.

**8.22 Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

**COUNTY**

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800

**CONSULTANT**

TRISTAR Claims Management Service, Inc.  
100 Oceangate, Suite 840  
Long Beach, CA 90802  
Attn: Thomas J. Veale



**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND TRISTAR CLAIMS MANAGEMENT SERVICES, INC., FOR  
THIRD PARTY ADMINISTRATOR SERVICES; RFP #23-524**

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Tavares, Florida 32778-7800

*With a copy to:*

County Attorney  
Lake County Administration Building  
315 West Main Street, Suite 335  
Post Office Box 7800  
Tavares, Florida 32778-7800

*With a copy to:*

TRISTAR Claims Management Service, Inc.  
100 Oceangate, Suite 840  
Long Beach, CA 90802  
Attn: General Counsel Office

*and:*

TRISTAR Claims Management Services, Inc.  
1540 International Parkway, Suite 200  
Lake Mary, Florida 32746

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

**Article 9. Scope of Agreement**

**9.1** This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

**9.2** This Agreement includes the following exhibits, all of which are incorporated as material terms and conditions to this Agreement:

Exhibit A..... Scope of Services  
Exhibit B..... Consultant's Proposed Solution & Key Personnel  
Exhibit C..... Bid Submittal and Addendum (Composite)  
Exhibit D..... Pricing Summary  
Exhibit E ..... Business Associate Agreement

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Procurement Services Director, and by the CONSULTANT through its duly authorized representative.

**CONSULTANT:**

TRISTAR Claims Management Services, Inc.

Thomas J Veale  
Thomas J Veale (Nov 27, 2023 15:22 EST)


Thomas J. Veale, President

This 27<sup>th</sup> day of November, 2023.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND TRISTAR CLAIMS MANAGEMENT SERVICES, INC., FOR  
THIRD PARTY ADMINISTRATOR SERVICES; RFP #23-524


**COUNTY:**

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Kirby Smith, Chairman

This 19th day of Dec, 2023.

**ATTEST:**

  
\_\_\_\_\_  
Gary Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



Approved as to form and legality:

M. Marsh 12/19/23  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

**TPA FOR WORKERS COMP; EMPLOYERS LIABILITY;  
PROPERTY AND LIABILITY**

**1. BACKGROUND INFORMATION**

1.1. Third Party Administrator (“TPA” or “Contractor”) must have a current office in the State of Florida. Office location to be listed in Attachment 4 – Worksheet.

1.2. Lake County currently provides workers comp coverage for the following entities:

Agency	Fulltime Staff	Part-time Staff	Volunteers
Lake – BOCC	928	39	210
Lake County Clerk	182	8	0
Lake County Property Appraiser	40	1	0
Lake County Tax Collector	128	3	0
Lake County Supervisor of Elections	19	21 (work 1-5 days per year)	21 (work 1-5 days per year)
Lake Sumter MPO	1	1	0
<b>Totals</b>	<b>1298</b>	<b>73</b>	<b>231</b>

**2. CONTRACTOR RESPONSIBILITIES FOR WORKERS COMPENSATION & EMPLOYER LIABILITY:**

- 2.1. Responsible for all claims reported with a date of accident on or after October 1, 2023, to provide a transition with no disruption or delay in the processing of claims. Provide a detailed work plan for the implementation and transition of claims incurred and reported prior to the effective date of the Contract to assure that the transition occurs with no delays in delivery of medical benefits or delays in payments to any claimants or clinicians or in the general handling of all claims. Contractor will indicate in the proposal if there is any fee for conversion of data or transfer of claim files from the previous TPA.
- 2.2. Administer workers’ compensation benefits in accordance with established practice parameters and protocols of treatment as provided for in Chapter 440, Florida Statutes.
- 2.3. Make initial contact with the employee and establish a claims file within twenty-four (24) hours of receipt of the Employers’ First Report of Injury or Illness for the County. Claim files will be available for review by the County at any time during the TPA’s regular business hours.
- 2.4. Monitor treatment programs for injured employees to ensure that they receive proper care and to avoid over treatment situations.
- 2.5. Meet state law utilization review guidelines and standards.
- 2.6. Establish claim reserves and provide a continual review and update of reserves to reflect changes during the life of the claim.
- 2.7. As necessary, complete Average Weekly Wage (AWW), 13-week salary computations, Medicare set-aside projections and other W/C indemnity payments.
- 2.8. Provide on-going training to County employees as needed/requested to explain Division of Workers’ Compensation (DWC) benefit notices and other required letters, forms, and procedures.

**TPA FOR WORKERS COMP; EMPLOYERS LIABILITY;  
PROPERTY AND LIABILITY**

- 2.9. Acknowledge Lake County Human Resources staff inquiries within same workday and provide an update on forecasted issue resolution timeframe.
- 2.10. All penalties incurred because of failure of the TPA to comply with statutory laws or administrative regulations will be the sole responsibility of the TPA.
- 2.11. Maintain accurate and timely loss runs in a format system acceptable to the County and required by law.
- 2.12. County will select defense and subrogation counsel.
- 2.13. TPA is responsible for proceeding against responsible persons, agencies, or agents in subrogation actions to recover losses suffered by the County due to employee injuries.
- 2.14. County reserves the right to approve, disapprove, or select any and all service providers including medical case managers, rehabilitation counselors, primary medical treatment inpatient and out-patient facilities, physicians, specialists, chiropractors, legal services, etc.
- 2.15. Recommend special, outside investigations for questionable claims with the coordination and assistance of the County.
- 2.16. Provide advance notice and explanation to the County of any claim for workers' compensation benefits that is contested and may be denied by the TPA.
- 2.17. County and excess insurer reserve the right to, at any time, inspect, copy, or audit the files, including the right to conduct an independent claims audit paid for by the County, excess insurer, or State Managed Care Program.
- 2.18. Provide viewing and reporting access to the TPA's online claims tracking system.
- 2.19. Closing of Claims
  - 2.19.1. All claims' files remain the property of the County and will not be disposed of without the County's prior authorization.
  - 2.19.2. Close files that meet closing criteria in a timely manner.
- 2.20. Additional Services
  - 2.20.1. Attend Workers' Compensation Appeals Board hearings, status conferences and trials along with depositions, conferences with legal defense counsel, and meetings with County staff as required.
  - 2.20.2. Provide all forms, posters, and pamphlets as required by Chapter 440, Florida Statutes, that are necessary for the processing of claim and benefit information at the TPA's own expense.
  - 2.20.3. Prepare the Public Entities Self-Insured Annual Report, and any additional reports required by Federal or State law (e.g., OSHA 300 Log).
  - 2.20.4. Prepare DFS-F2-SI-17 Reports for submission to State of Florida.
  - 2.20.5. Coordinate with and report all claims meeting the County's excess insurance carrier's reporting criteria as established by the excess insurance carrier.
  - 2.20.6. Demonstrate knowledge of an Early Return to Work Program.
  - 2.20.7. Provide onsite education programs for employees on selected safety topics.

**TPA FOR WORKERS COMP; EMPLOYERS LIABILITY;  
PROPERTY AND LIABILITY**

2.20.8. Access and assignment of nurse advocates to case after approval by the County.

2.21. Medical Cost Control

2.21.1. Provide analysis and strategies for medical service/facility cost savings resulting from your Preferred Provider Network or other services.

2.21.2. Employ strategies for cost savings due to TPA operation or contracted bill review activities.

2.22. Litigation

2.22.1. Discuss strategies for medical cost control on litigated claims with the County before allowing defense counsel to select a physician.

2.22.2. Closely monitor litigation efforts and communicate regularly with the County. The County must authorize all depositions and investigations.

2.22.3. The County must approve settlement authority on all claims.

2.22.4. Prior to any settlement conference, hearing or trial, the claims administrator and defense counsel will provide a written analysis of the case, including options and recommendations of settlement. All permanent disability ratings must include the rating formula and dollar amount.

2.22.5. Establish controls and procedures to manage and contain claim defense costs.

**3. CONTRACTOR RESPONSIBILITIES FOR PROPERTY & LIABILITY:**

3.1. Establish reporting procedures which are compatible with the needs and organizational structure of the County.

3.2. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon.

3.3. Be available on a twenty-four (24) hour basis and provide immediate response to claims investigation requests through use of email or cellular telephones.

3.4. Prepare and follow service instructions that have been approved by the County in the handling of the County claims.

3.5. Receive and examine on behalf of the County all reports of third-party liability claims including claims by an employee of an insured against another insured.

3.6. Within twenty-four (24) hours after the County has provided TPA with notification of a serious (one requiring more than first aid) third party bodily injury claim, contact the claimant by telephone or in person. Within two (2) working days after notification of any other third-party claim, contact the claimant by telephone or in person.

3.7. Conduct such investigation as in the exercise of professional judgement would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

3.8. The County may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.

**TPA FOR WORKERS COMP; EMPLOYERS LIABILITY;  
PROPERTY AND LIABILITY**

- 3.9. Prepare and maintain files necessary for legal defense of claims and / or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
- 3.10. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the County shall provide a written report to the County within ten (10) working days after the hearing, deposition, mediation, or other proceedings. If the adjuster handling the claim attend the hearing, deposition, mediation, or other proceeding, adjuster will file and provide a report to the County within ten (10) working days after the hearing, deposition, mediation, or other proceeding.
- 3.11. Pay in a timely manner all claims and expenses pertaining to the County claims.
- 3.12. At the request of the County, provide a complete copy of all files involving litigation, potential or actual subrogation.
- 3.13. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third-party liens, contribution, or indemnity on behalf of the County. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the County for Automobile Physical Damage losses.
- 3.14. Periodically as appropriate, but at least every six (6) months, review all open cases to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to the County within ten (10) working days after the end of the period for which the report is being made.
- 3.15. The County will reserve the right to administer and adjust in-house any First Party Claims and Third-Party Property Damage Claim that the County deems can be resolved in-house.

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**EXHIBIT B**

**Third Party Administrator for Workers' Compensation Employer  
Liability, Property and Liability**

RESPONSE TO REQUEST FOR PROPOSAL  
RFP #23-524



**Amy Munday**

Contracting Officer

352-343-9839

[Amy.munday@lakecountyfl.gov](mailto:Amy.munday@lakecountyfl.gov)



**TRISTAR**<sup>®</sup>

**Jimmy Dyer**

Director, Client Solutions

361-688-0449

[Jimmy.dyer@tristargroup.net](mailto:Jimmy.dyer@tristargroup.net)

**Kevin Cothron**

Account Manager

407-716-8105

[kcothron@tcg-ip.com](mailto:kcothron@tcg-ip.com)





April 18, 2023

Amy Munday, Contracting Officer  
Lake County, Office of Procurement Services  
315 W Main St  
Tavares, Florida 32778



RE: Response to Request for Proposal No. 23-524  
Third Party Administrator for Workers' Compensation, Employer Liability, Property and Liability  
Deadline: April 13, 2023

Dear Ms. Munday:

TRISTAR Claims Management Services, Inc., a TRISTAR Insurance Group member company (TRISTAR), is pleased to submit the following proposal for your consideration. Since 1987, we have had the honor and privilege of providing claims administration services and managed care solutions to governmental entities and corporate organizations in Florida and across the United States.

Our distinguished experience serving clients with similar requirements empowers us to provide Lake County, (County) with a comprehensive program tailored to your unique needs, budget, and culture. We provide our clients with industry-leading service, management strategies, and technologies that lower their operational and administrative costs while simultaneously adhering to their versatility standards.

Over the past 35 years, TRISTAR has worked to provide exceptional service by prioritizing our relationships with our clients and partners. TRISTAR has extensive experience working with various public entities, including counties, cities, states, school districts, hospitals, transportation systems, and universities. We will tailor our services to provide a professional claims administration program that meets the County's needs, ensuring fair and equitable evaluation, administration, and settlement.

TRISTAR measures our success not only by the quality of the service we provide but also by the strength and duration of our client relationships. We prioritize client satisfaction above all else, and we take tremendous pride in the fact that many of our clients have been with us for decades. We are incredibly excited about the opportunity to continue supporting the County, and we firmly believe that our unique operating model, as well as extensive experience supporting similar programs, make us an excellent fit for your claims administration program.

It is with our utmost respect and enthusiasm that we request the opportunity to continue to serve Lake County as its trusted partner. While our proposal outlines our response to your RFP, we look forward to evolving our program to best address your future needs.

Respectfully,

Thomas J. Veale  
President

Jimmy Dyer  
Director, Client Solutions



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## Executive Summary

Founded in 1987, TRISTAR Claims Management Services, Inc. (TRISTAR) is the largest privately-held third-party administrator in the nation. Headquartered in Long Beach, CA, we provide services from branches across the country in major metropolitan areas with nearly 1,000 employees working in offices, virtually from home, integrated hybrid models, or on-site in client facilities. Our staff members provide claims administration services for claims in all 50 states. TRISTAR provides property and casualty, absence management and employee benefit claims administration, and managed care services for hundreds of self-insured and insured organizations generating over \$100 million in revenue. Our divisions provide a wide range of integrated or unbundled risk management and insurance services to our customers. TRISTAR's core business focus is providing customized solutions for clients whose needs exceed the capabilities of traditional third-party administrators. With this proposal, we offer the following to Lake County (County):

**MISSION STATEMENT.** Our mission is to provide the highest quality claims management services to our clients. We are committed to a long-term investment in the continual improvement of our products to ensure the best value for our clients and a strong, secure, and growing organization for our employees, shareholders, and business partners.

**OUR VISION.** Our vision is to become the country's most respected provider of claims management services.

## PROVEN TRANSITION EXPERTISE

Transitions between providers can be the most critical and sensitive periods for any program. Changes in leadership, unfamiliarity with client culture, underlying requirements, duties not specifically defined in the RFP, as well as employee and management disruptions can all derail an otherwise successful program. TRISTAR has never failed to successfully transition a contract and remain an industry leader in change management. As the incumbent, the County can rest assured that TRISTAR's program will continue seamlessly.

## STABLE AND COMMITTED RELATIONSHIP


TRISTAR is committed to the County's success. We take a long-term view of our business, and we prioritize client relationships over short-term profits. This is far different from our competitors, who must prioritize quarterly profits amid multiple changes in ownership. Ultimately, TRISTAR is the most stable and ethical partner for the County. Our stable ownership allows us to make long-term investments in our capabilities, strategic partnerships, and clients. We do not have the extreme financial pressures faced by publicly traded or private equity-owned firms and have the latitude to take informed risks and sacrifice short-term gains to deliver lasting value to our customers, resulting in client relationships that span decades.

## INNOVATION & TECHNOLOGY

- ◆ **iCAST.** TRISTAR's commitment to providing state-of-the-art service for our clients includes using the latest in information technology to create a new RMIS for the claims management of our client's programs. iCAST provides unparalleled claims management resources for our claims teams and our clients by supplying pertinent data while maintaining the latest security standards.
- ◆ **TRISTAR Connect (RMIS).** Our Client Portal, TRISTAR Connect, provides important, relevant information accessible from any internet-connected device through Android and Apple-compatible mobile apps. Our Dashboard provides key information in an easy-to-digest visual format, such as First Notice of Loss reporting lag time, trial and hearing calendars, injury and location trending, litigation trending, and access to all claimant files. It also provides a myriad of standard and customizable report options. The system includes over 80 report templates in critical areas such as Loss Prevention, Loss Triangles, Claim Log, Finance, and many others.





- 
- ◆ **CLARA Analytics.** TRISTAR has partnered with CLARA to provide superior data analysis services. The leading provider of artificial intelligence (AI), CLARA Analytics provides technology improving claim outcomes to help claims and clients reduce various sources of loss costs incurred in claims by keeping claims on track throughout their life cycle in addition to helping in the management of MSAs.

## TRISTAR'S KEY DIFFERENTIATORS

We are committed to continuous improvement in the quality of our services and have a dedicated Quality Assurance Department that ensures adherence to the State and TRISTAR policies and procedures while providing ongoing training to our staff and clients. Additionally, we offer the following:

- ◆ An empowered designated **Account Manager**, Kevin Cothron is based in our Lake Mary location.
- ◆ Integrated managed care/cost containment programs, including bill review and medical case management, which create efficiencies and close gaps that often exist with unbundled services.
- ◆ Capabilities for online claim files, data access, customized reporting, and data transfer. Our in-house Information Technology staff has expertise in successfully transitioning over 400 claims programs and can complete most conversions in less than ten business days.
- ◆ Client access to an easy-to-use, web-based, and paperless RMIS system providing claims data and quality report generation, analytics, and stewardship.
- ◆ Our professional team's dedication to our core principles is the reason that we achieve:
  - ◇ 97% average client audit scores
  - ◇ 98% client retention

## TRISTAR'S ADDED VALUES

TRISTAR believes in continuous improvement and growing our services for our clients. In the past months, we have added to our "quiver" to help our clients better manage their risk management programs.

- ◆ **SOC 1 (Type II) and SOC 2 (Type II) Audits.** TRISTAR undergoes annual **SSAE 18 SOC 1 & SOC 2** audits. THE SOC 1 audit report attests to the suitability of design and the operating effectiveness of internal controls over TRISTAR's claims handling processes. The SOC 2 report attests to the suitability of design and operating effectiveness of internal controls relevant to the security, availability, and confidentiality of TRISTAR's data processing systems. Type II audits describe and evaluate TRISTAR's practices over an extended time, reflecting a commitment to our clients and eliminating the need for our clients to finance audit costs for program oversight. TRISTAR is proud to have achieved a "no exceptions" opinion with both our SOC 1 and 2 audits.
- ◆ **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** TRISTAR has completed a Security Risk Analysis to ensure and certify that our company is HIPAA compliant under NIST SP800-30 Risk Management Guide program per 45 CFR §164.308(a)(1)(ii)(A) and the OCR Guidance under the HIPAA Security Rule.
- ◆ **Aspen Risk Management.** Aspen Risk Management Group is a wholly owned subsidiary within the TRISTAR family and, through this division and other resources, can offer a wide spectrum of risk and safety services including loss control, workplace safety, and ergonomics. Throughout the year, Aspen provides free webinars on topics such as Active Shooter Preparation.



◆ TRISTAR RITE Values.

# Do the RITE thing

*"Just answering questions is not enough; close the loop and address all underlying issues to ensure service excellence."*

—Matthew Craig  
Sr. VP Regional Manager

## Respect

Accept differences, be considerate, and treat everyone with kindness

## Integrity

Be guided by a moral and ethical code in our interactions and services

## Trust

Earn confidence of our peers by doing what is right

## Excellence

Provide our best quality work and services every day

WE AT TRISTAR SINCERELY BELIEVE THAT WE OFFER LAKE COUNTY the best services, the best business model, and the best partnership for the long-term success of its program. Our proposal is fully compliant with the requirements as defined in the RFP, and we look forward to continued conversations regarding your claims program and how we can grow on our successes.





## 1. Vendor Profile

### Statement of Interest & Understanding of Project

As the incumbent, TRISTAR has a complete understanding of what is required by the County and is looking forward to continuing to serve the County. TRISTAR will ensure that your program continues seamlessly and hopes to continue our partnership with the County.

### Firm Profile / Firm History

Originally named Topa Risk Services, the company began as an insurance program manager and medical malpractice claims administrator. Workers' compensation claims management services were added to our offerings in 1989. Growth and change followed, and in 1995 the company was renamed TRISTAR Risk Management. As managed care and benefits administration services were also added to our offerings, the organization grew into TRISTAR Insurance Group.

Today TRISTAR remains a privately held corporation. TRISTAR's annual revenue is approximately \$100 million, and TRISTAR is the largest independently owned third party property and casualty claims administrator in the US. We focus our operations on four divisions: property and casualty claims management (TRISTAR Claims Management Services), absence/benefits administration (TRISTAR Benefits Administrators), managed care and medical cost containment services (TRISTAR Managed Care), and loss control and risk assessment services (Aspen Risk Management). Each division provides services nationwide, and we have nearly 1000 employees across the country.

TRISTAR has branches across the United States in major metropolitan areas, with staff working in offices, virtually, in hybrid models, or on-site in client facilities, providing claims administration services for claims arising in all 50 states.

Ancillary services, including utilization review, bill review, nurse case management, and nurse triage services, are consolidated in various locations throughout the United States to improve services and lower costs, which can then be passed on to our clients.

### Completed Attachment 3 – Reference Form

### Completed Attachment 4 – Worksheet Form

### Include copies of any required licenses or permits

Please find Attachments 3, 4, and copies of licenses uploaded separately to the portal.






## 2. Forms

### Completed Attachment 1 – Submittal Form

Please see Attachment 1- Submittal Form uploaded separately to the portal.

### Proof of Sunbiz.org registration

 **DIVISION of CORPORATIONS**  
*an official State of Florida website*

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#)   [Next On List](#)   [Return to List](#)

[Events](#)   [Name History](#)

**Detail by Entity Name**

Foreign Profit Corporation  
TRISTAR CLAIMS MANAGEMENT SERVICES, INC.

**Filing Information**

Document Number	F95000003330
FEI/EIN Number	13-3832689
Date Filed	07/12/1995
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/23/2021
Event Effective Date	NONE

**Principal Address**

100 OCEANGATE  
SUITE 840  
LONG BEACH, CA 90802

Changed: 04/26/2021

**Mailing Address**

100 OCEANGATE  
SUITE 840  
LONG BEACH, CA 90802

Changed: 04/26/2021

**Registered Agent Name & Address**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET





### Completed W-9 form

Please find our W-9 uploaded separately to the portal.

### Completed Addenda issued

Please see the completed addenda uploaded separately to the portal.

### Proof of insurance

Please find TRISTAR's proof of insurance uploaded separately to the portal.



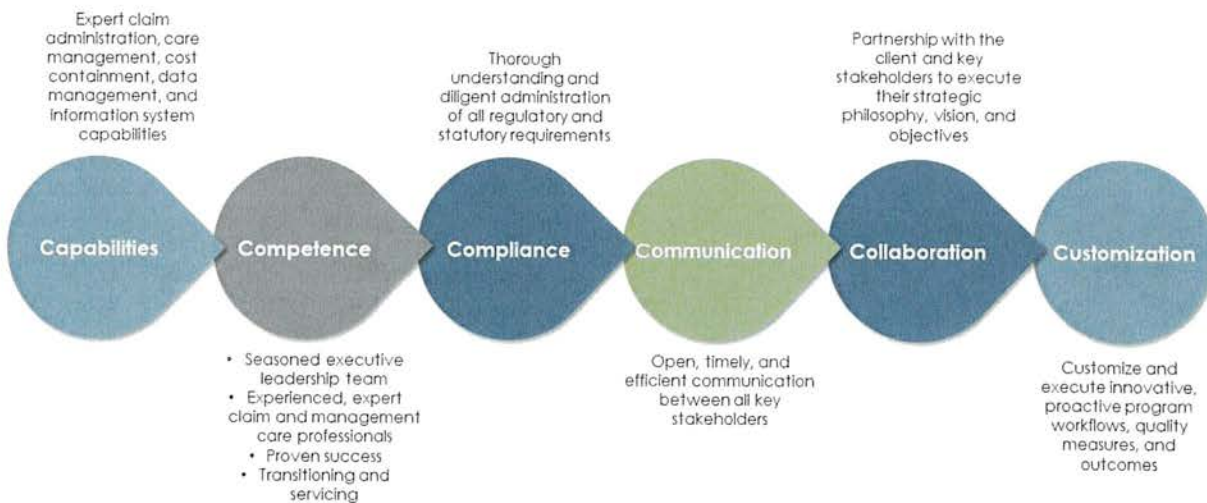
### 3. Proposed Solution

Provide a concise description of the approach and process to successfully complete the work to be performed including any specific staffing or equipment resources.

TRISTAR will deliver a program that provides flexibility, customization, and a collaboratively designed suite of services to deliver the most efficient and best outcomes for the County. Our goal is to foster a close working relationship with all parties, including providers, defense counsel, ancillary vendors, brokers, and excess carriers. By doing so, each claim receives the benefit of our combined experience, and the most effective methods are used to achieve the best possible outcomes on each claim.

To help ensure the success of the County Program, we will:

- ◆ Provide seasoned, technically astute claim adjusters and management staff with extensive claims administration and risk management experience.
- ◆ Work collaboratively and professionally with the County, employees, and, if applicable, unions.
- ◆ Provide new solutions for the County.
- ◆ Uphold efforts to achieve its financial objectives.
- ◆ Aggressively manage indemnity and legal expenditures.
- ◆ Provide accurate, current risk management data for analyzing risk and making administrative decisions.
- ◆ Assist in protecting the tangible and intangible assets of the County through claims management services.
- ◆ Mitigate and manage risk by increasing your knowledge, awareness, and control of exposures to loss.



TRISTAR will provide a customized program that will meet the needs of the County. TRISTAR has the depth and breadth of experience to meet a public entity's needs.

**BACKGROUND:** TRISTAR understands the everyday challenges faced by public entity risk managers. The diverse exposures in the public sector are unlike any in the private sector: from sworn officers to sanitation, parks, and recreation to courts and corrections. Public entities require an expert TPA with the knowledge and experience to aggressively manage claims to the best outcomes while assuring compliance with jurisdiction-specific special legal requirements and protocols.





## KNOWLEDGE:

- ◆ Public Entities are more than 50% of TRISTAR's business, including city, county, and state agencies, school districts, transit systems, and other special districts.
- ◆ TRISTAR's government clients serve nearly 20% of the United States population.
- ◆ We understand the complexity of serving public entities, including a diverse workforce, managing claims under various labor agreements, presumptions for illness and conditions, and governmental immunity.
- ◆ We know how to work with multiple departments and stakeholders, like unions, in-house attorneys, councils, and boards.

## SOLUTIONS:

- ◆ We customize each unit based on our client's unique needs and risk philosophy.
- ◆ We offer 24/7 first notice, nurse triage, and case management services to service all shifts and departments effectively.
- ◆ We provide 24/7 access to experienced, on-scene inspectors and investigators.
- ◆ We offer customized, managed care programs to control costs and facilitate return to work.
- ◆ We offer robust information tools to capture and report on claims activity and trends.

We offer a comprehensive safety training video library including more than 750 videos, with many videos helpful to various industries and departments, such as blood-borne pathogens in first aid environments, backing accident prevention for waste trucks, working safely with heavy equipment, dealing with the media in emergency situations, work zone traffic control safety, and more.

TRISTAR receives approximately 58,000 new liability, property, and workers' compensation claims per year. TRISTAR has over 60,000 pending inventory at any point in time, of which about 12,000 are auto, property, general, and professional liability type claims. Our book of business includes carriers, self-insureds, several state-agency guarantee funds, and estates. The graph to the right indicates the percentage of our property and liability business, excluding workers' compensation.

TRISTAR monthly queries and quarterly reporting to Centers for Medicare & Medicaid Services include submitting over 126,000 bodily injury type claims annually to CMS for over 95% of our customers.

## EXPERIENCE AND KNOWLEDGE:

- ◆ We are experienced in managing claims administration policies and procedures and best practices guidelines; we have been managing casualty and liability claims since 1987.
- ◆ Public Entities are more than 50% of TRISTAR's business, including city, county, and state agencies; school districts; ambulance companies; libraries; parks and recreation departments; transit systems; and other special districts.
- ◆ We understand the complexity of serving public entities, including managing claims under various auto statutes, governmental immunity, labor agreements, diverse workforces, presumptions for illness and conditions, and more.
- ◆ TRISTAR understands the diverse challenges faced by risk managers with various lines of coverage and claim types, including bodily injury, building, business interruption, collision, commercial auto, comprehensive, construction defect, contents, contract-related, contractual liability, crime/vandalism, discrimination, employment practices, environmental pollution, fire, and water liability, hired and non-owned auto, inland marine, law enforcement, personal injury, premises liability, professional liability, property, public officials spirit vendor expense, subrogation, theft/property, towing/rental car, UM/UIM, wrongful acts and more. TRISTAR has the tools and experience to address each claim to the best outcome.





- ◆ We know how to work with multiple departments and stakeholders, such as unions, in-house attorneys, city councils, attorney general offices, and governing and regulatory boards.
- ◆ We **customize** each unit based on our client's unique needs and risk philosophy.

We believe flexibility, customization, and a collaboratively designed program will transform our clients' risks into the best outcomes for all. We offer the County the strength and dependability of a national TPA, with a local adjusting team providing specialized knowledge and the personal touch of a boutique provider.

TRISTAR proposes a team approach to account management for the County, including an Account Manager, an Executive Sponsor, and the claims handling staff.

**ACCOUNT MANAGER.** The Account Manager will help implement and oversee the program's transition and facilitate and coordinate program objectives. The Account Manager is responsible, accountable, and empowered to address and resolve any issue, request, or concern that may arise on behalf of the County. We recognize the County has dynamic and comprehensive customer claim handling guidelines and requirements, and our Client Services Unit will help ensure we meet all deliverables.

The Account Manager has decision-making authority that allows for an efficient, timely, and effective response to client questions, concerns, and/or recommendations. In addition, responsibilities include monitoring contractual and service procedure obligations, attending claim reviews, preparing annual stewardship reports, and advocating the County's interests in meeting defined goals and objectives. The Account Manager will be the County's advocate within TRISTAR, ensuring that the service team understands their needs and goals, monitors TRISTAR's results, and proactively makes recommendations for service improvement. Account Managers are enabled to help make service changes and are accountable for the County's overall service and satisfaction.


**EXECUTIVE SPONSOR.** The next element of our team approach is the Executive Sponsor. We propose assigning an Executive Sponsor to the County program. The Executive Sponsor will provide direct, formal access to TRISTAR's Executive Management team. The Executive Sponsor will contact the County regularly to ascertain the County's view of our performance. In addition, the Executive Sponsor will meet with the County quarterly to formally review progress and establish plans for future program development activity and will be available to the County as needed for the duration of our service program.

## The County Claims Team

TRISTAR will provide the County with a streamlined and efficient staffing model. We assign or recruit/hire personnel readily available to administer the County's claims. All dedicated claim personnel will have industry-related capabilities and a designated backup with the appropriate jurisdictional experience and licenses. If necessary, branches across the United States can provide adjusting services for employees out of state. TRISTAR proposes managing the County's workers' compensation and liability claims through our Lake Mary location.

The TRISTAR management team assigned to the County has significant insurance and claims management experience and is committed to establishing a long-term relationship with the County. Our operations include an internal recruiting department to attract new talent and qualified personnel as our business grows or as the need arises to replace an employee.





Our associates are required to maintain pertinent and required licenses and/or industry credentials. We hire and recruit highly skilled professionals with appropriate experience and expertise in their field. Additionally, TRISTAR has nearly 1,000 associates and has the resources to provide supervisory and adjusting services, as necessary, during a replacement transition period or prolonged absence.

#### PROPOSED CLAIM TEAM:

- ♦ **Matt Craig**, Senior Vice President/Executive Sponsor
- ♦ **Kevin Cothron**, Account Manager
- ♦ **Jimmy Dyer**, Director, Client Solutions
- ♦ **Janet Greer**, Workers' Compensation Claims Supervisor
- ♦ **Sheila Gowen**, Senior Workers' Compensation Examiner
- ♦ **Karen Klein** Liability Claims Supervisor
- ♦ **Diana Taylor**, Senior Liability Claims Adjuster

## 4. Subcontractors/ Joint Ventures

List of proposed subcontractors or joint venture arrangements that may be used on the project.

TRISTAR will not be utilizing subcontractors.

## 5. Completed Pricing Sheet

### Completed Attachment 2 – Pricing Sheet

Please find our completed Attachment 2 uploaded separately to the portal.

### Supporting documentation for proposed pricing

At TRISTAR, we believe that you should have a clear understanding of the price we charge for our services. We are straightforward regarding our methodology, open to discussion relative to our assumptions and cost estimates, and receptive to any alternatives you would like us to consider. Since our experience has proven that improper focus on administrative costs does not achieve the goal of properly managing total claim disposal costs, we will work with you to strike a proper balance between controlling administrative expenses and providing the appropriate level of resources to realize the best economic outcomes on your claims. We have utilized the desired service specifications to develop our price offerings. Should a material difference be discovered in the historical data and other information provided by you or your representative that we relied on to provide this proposal, TRISTAR reserves the right to make fee adjustments as necessary. For all fee arrangements quoted, our claim service fees do not include services defined as Allocated Loss Adjustment Expense, whether employees of TRISTAR or others perform such services. Please read further for the full definition.

#### CLAIMS SERVICE FEES include:

- ♦ Complete and thorough **desk** investigation of all claims reported, including recorded statements where necessary, in accordance with TRISTAR's Best Practices and any special service agreements made with the County
- ♦ Evaluation of liability and damages to establish appropriate reserves
- ♦ Reserve Advisories at County-designated levels
- ♦ Notification/reporting to the County in accordance with our service agreements
- ♦ Adjustment and payment of compensable claims





- ◆ Litigation Planning and Management
- ◆ Employment of anti-fraud measures, including assignment and direction of investigators to reduce the possibility of payment of non-compensable claims (services of special investigators not included)
- ◆ Maintenance of a record of all investigation, payment, and adjustment activities within TRISTAR's claims system and files
- ◆ Pre-Settlement Advisories
- ◆ Structured Settlement Management (cost of structures not included)
- ◆ Large Loss Notices/Email Alerts
- ◆ Claim Acknowledgements
- ◆ Closing Notices
- ◆ Status Reports – Initial at 30 days/90 days thereafter until closure, or as otherwise agreed
- ◆ Conference calls with legal counsel and other ancillary providers as necessary or requested

**ANNUAL ACCOUNT ADMINISTRATION includes:**

- ◆ Account Management
- ◆ Implementation Planning and Management
- ◆ DCSD-Specific Claims Handling Instructions
- ◆ Account Set-Up
- ◆ Quality Assurance Management and Review
- ◆ Bank Account Management and Reconciliation (TRISTAR Accounts Only)
- ◆ Customer Meetings
- ◆ Carrier Audits
- ◆ Annual Stewardship Meeting/Report and Analytical Review
- ◆ 1099 Form preparation
- ◆ Reporting for brokers, actuaries, consultants, and excess carriers
- ◆ Client Education Programs
- ◆ Development of Policies and Procedures

**RISK MANAGEMENT INFORMATION SYSTEMS ACCESS Includes:**

- ◆ 5 TRISTAR Connect User IDs (additional IDs available for \$750/year)
- ◆ Customer Hierarchy and Organizational Structure maintenance
- ◆ System Access to Losses, Financials, and Reserves
- ◆ Adjuster and Supervisory Notes Access
- ◆ Report Templates
- ◆ Scheduled Reports
- ◆ OSHA Logs, if desired
- ◆ State Annual and Periodic Reporting as required
- ◆ Periodic Cost Containment Reports
- ◆ Claim System Training, Help Desk Access, and Customer Service Unit Support

Claim service fees quoted presume the use of TRISTAR Managed Care services in accordance with the rates outlined on the Preferred Provider Specialty Services page.

**PREFERRED PROVIDER SPECIALTY SERVICES IN 2023.** Fees listed are for Preferred Provider Specialty Services. These fees are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.



## MANAGED CARE

Service	Fee
<b>Medical Bill Review</b>	
Provider/Ancillary Bill Review	\$1.95 per line (no minimum)
Hospital Bill Review (in and outpatient)	12% of savings
Clinical Nurse Review	28% of savings
Implantable Device Review	27% of savings
PPO/Pharmacy/DME	28% of Savings (all savings are post fee schedule or U&C)
Specialty Bill/Out of Network Review	28% of Savings (all savings are post fee schedule or U&C)
e-billing	\$2 per bill
Duplicate Bills	} No Charge
Duplicate Line Items	
Monthly Savings Reporting	
<b>Utilization Review</b>	
Pre-clinical review	\$28 per pre-clinical review. Fee waived if case proceeds to utilization review
Pre-Certification (In- or Out-Patient and medications)	\$140 per pre-certification
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	\$125 per hour
<b>Peer Review</b>	
Level 1 (Includes review of medical records and communication of decision in writing to all parties)	\$250 flat rate for peer review of episodes of care identified on medical bill review.
Level 2 (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties)	\$295 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review.
<b>Enhanced Intake and Nurse Triage - Optional</b>	
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions, and referrals. Optional integration with nurse triage services.)	\$28 per intake call (waived if call moves to triage)
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up an appointment with appropriate provider utilizing medical triage guidelines/follow up calls)	\$125 per intake call (includes wallet cards for all employees)
<b>Nurse Case Management</b>	
Telephonic Case Management	\$95 per hour
Field Case Management	\$105 per hour* plus Mileage at IRS mileage rate
Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g., severe head injury, severe burns, gunshot. Available 24/7)	\$175 per hour plus mileage





## MANAGED CARE

### Pharmacy

Clinician Intervention: Complex Pharmacy Management, Weaning Protocols \$125 per hour

(Weaning available when opioids have been prescribed for 60+ days with no evidence that physician will end treatment pattern.)

Physician Intervention: Complex Pharmacy Management. \$125 per hour nursing intervention plus pass-through of actual physician fees  
(Utilized in instances of numerous drug interactions of opioids, hypnotics, and anti-depressants, requiring a physician-to-physician review of treatment pattern and weaning options. Follow up calls made by a nurse case manager.)

Drug Testing: Full, Quantitative Testing \$425 per test with report summary  
(Candidates may be referred or identified by TMC based on risk factors such as claim age, high medication use, safety risk, injury type, etc.)

Drug Testing Interpretation and Outreach: Complex Pharmacy Management, Weaning \$125 per hour  
(Pharmacist to review and interpret drug testing results. Findings would be communicated to the adjuster and/or provider, where permitted, with the goals of ensuring patient safety and reducing fraud, waste, and abuse.)

Pharmacist Medication Review:  
1-2 medications with full record review and recommendations \$450 flat rate  
3-6 medications with full record review and recommendations \$675 flat rate  
7 or more medications with full record review/recommendations \$900 flat rate

### Liability Medical Cost Containment

Liability Medical Review \$30 per bill

RN Liability Medical Review \$125 per hour

## Other Services

Service	Fee
Call Center Claim Reporting: Fax or Internet	\$15 per report
Central Index Bureau/OFAC/CSE/SS	\$29.95 per report
MMSEA Reporting	\$12 per claim
Subrogation/Recovery/Restitution	20% of all fees recovered
OHSA Reports	\$5,000 per year
MSA Cost Projection	\$2,300 flat rate
Social Security Verification	Included in the MSA fee
Initial Medicare Conditional Payment Inquiry	Included in the MSA fee
CMS Submission of MSA (including re-review requests) and Basic Self Administration Help Service (includes CMS manual with 12 instances of telephone/email help requests in first year following funding of MSA).	Included in the MSA fee
MSA Revisions	Within 6 months: revisions included  Beyond 6 months: \$500 per revision
Review and negotiation of demand letters (Conditional Payment Notices (CPN)/Conditional Payment Letters (CPL)/ Demands.	\$450 flat fee





## MANAGED CARE

Initiate letter process with Medicare contractor if no conditional payment letters have been received.	\$225 flat rate
Research, obtain, negotiate and assist in resolving Medicaid, Veterans Administration, and Medicare Advantage Plan liens and recovery requests.	\$450 flat fee
Mileage	IRS allowance rate

**ALLOCATED LOSS ADJUSTMENT EXPENSES** includes any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense, or general handling of any Claim or action related thereto, or to the protection and/or perfection of the Customer and/or Carrier's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR. Allocated Loss Adjustment Expense(s) may be incurred for services provided by TRISTAR, its affiliates and subsidiaries, or third parties and include, but are not limited to:

- ◆ Attorney's fees and disbursements incurred in connection with the determination of coverage and/or the adjustment, defense, negotiation, or settlement of any Claim; attorney's fees incurred for representation at depositions, hearings, pretrial conferences, and/or trials;
- ◆ Fees and expenses incurred for: handling any Alternative Dispute Resolution (ADR) proceeding; legal actions, including trials or appeals; pursuing any declaratory judgment action, including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony, opinions, or attendance at hearings or trial;
- ◆ Fees and expenses for attendance at or participation in ADR proceedings, hearings, trials, or other proceedings by TRISTAR personnel or its subcontractors;
- ◆ Statutory fines or penalties; pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
- ◆ Subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers, to the extent that same are incurred in the adjustment, negotiation, settlement, or defense of any Claim;
- ◆ Fees and expenses incurred in conjunction with the telephonic, web, or other electronic methods of reporting Claims;
- ◆ Experts' fees and expenses including reconstruction experts, engineers, photographers, accountants, economists, metallurgists, cartographers, architects, hand-writing experts, physicians, appraisers, and other natural and physical science experts, plus the fees and expenses associated with preparation of expert reports, depositions, and testimony;
- ◆ Fees and expenses for surveillance, undercover operative and detective services or any other investigations;
- ◆ Fees and expenses for medical examinations or autopsies, including diagnostic services and related transportation services, durable medical equipment, and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments;
- ◆ Fees and expenses for any public records, medical records, credit bureau reports, index bureau reports, and other like reports;
- ◆ Fees and expenses incurred where TRISTAR determines it is reasonable to pursue the rights of contribution, indemnification, or subrogation of the Customer, including attorney and collection agency fees and/or expenses;





- ♦ Medical or vocational rehabilitation fees and expenses, and all other medical cost containment services, including, but not limited to, utilization review and management, pre-audit admission authorization, hospital bill audit or adjudication, provider bill audit or adjudication, and medical case management, if applicable, unless regulatory or reporting requirements define such expenses as loss or indemnity payments; and
- ♦ Extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of Customer, which are not otherwise payable under this Agreement.

## 6. Financial Stability

Provide a financial stability statement indicating the firm has the necessary resources (human and financial) to provide the services at the level required by the County. The County reserves the right to request a financial statement, a certified audit, or a third party prepared financial statement. The County reserves the right to use a third-party company to verify financial information provided. Provide similar information for a subcontractor or joint venture arrangement.

TRISTAR is a privately-held corporation that was founded in 1987. It continues under the leadership of our founder Thomas Veale with the support of a strong executive team averaging 30+ years of experience in the industry and 20 years at TRISTAR. Since its founding, TRISTAR has steadily worked to grow its presence in the industry by expanding the services offered and the acquisition of smaller TPAs to increase its footprint across the country. Today TRISTAR is the largest privately-held third-party administrator in the country, with nearly 1,000 talented team members and \$100 million in revenues.

## 7. Litigation

Information on the nature and outcome of litigation and proceedings for the previous three (3) years where the firm has been involved in any matter related to professional activities.

From time to time, TRISTAR is involved in arbitration or litigation, which has arisen in the normal course and conduct of its business. These cases are almost always third-party actions brought by claimants against the principal (insurance carrier or business entity) and sometimes naming TRISTAR as a party related to specific claims under the policies or self-insured programs. These claims are usually not material and are most often resolved without the need for TRISTAR to become involved in litigation. There is no ongoing arbitration or litigation that would affect our ability to provide services for the County. If any additional information is required, please contact us for clarification.

## 8. Other Information

Work examples: Annual Organizational Injury Analysis, Training Topics Available, Billing Example, Example Employee Correspondence for new injury, Documentation on process for post-injury medications, After Hours Contact process.

Provide a list of available safety classes

TRISTAR offers an online streaming safety video library, which may be made available to the County at no additional cost. Topics cover a wide variety of subjects for the County, including office ergonomics, harassment, blood-borne pathogens, back safety, drug-free workplaces, discrimination prevention, emergency preparedness (active shooter/workplace violence), etc. Key features include:

- ♦ 24/7 availability via internet access





- ◆ Topic-based organization – lets client users find videos quickly
- ◆ Robust site search – can search by title, product number, product name, etc.
- ◆ Additional material, such as certificates of completion and quizzes available on many videos
- ◆ Completely mobile compatible – all videos and all devices
- ◆ Over 750 titles with more than 365 also available in Spanish
- ◆ Closed captioning for all videos
- ◆ Constantly updated - new videos added as released

#### Provide Plan for Transition of accounts:

As the incumbent, TRISTAR will not be transitioning a program. As the County is familiar with, TRISTAR is efficient and timely in transitioning a claims administration program. Our successful partnership began with a thorough knowledge and understanding of the County's goals and objectives, aligning those goals with ongoing service requirements and resources, and the continuous assessment, analysis, and improvement of program deliverables and initiatives.

### Quality Assurance


TRISTAR recognizes the vital importance of quality in both the service provided to our clients and our technical claims product. Our robust Quality Assurance program helps assure consistent, high-quality service in compliance with applicable statutes, rules, and regulations. TRISTAR's quality control measures include but are not limited to, a series of national programs to ensure that we are consistently adhering to those practices and procedures established to move files to appropriate closure.

TRISTAR takes a multi-faceted approach to Quality Control to ensure that we consistently adhere to practices and procedures established to move files to appropriate closure. There are three formal audits conducted annually for each claims operation unit to ensure compliance with TRISTAR policies and procedures as well as client and State and Federal handling requirements. TRISTAR can conduct additional audits if requested by a manager or client. Auditors select claims randomly based on a pre-determined percentage of claims by claim type. Audits include comprehensive check data points, including claim file setup and correspondence, file administration, investigation, coding, reserves, indemnity benefits, medical payments, subrogation/recoveries, litigation management, excess carrier reporting, claims management, and supervisor and manager involvement. TRISTAR also brings in external auditors to ensure that our practices, policies, and standards are at the highest levels and are compliant with SSAE and HIPAA, as well as all state and local statutes. The national audit program includes the following:

- ◆ A claims audit is performed by our quality assurance department to ensure compliance with current law, TRISTAR claims administration guidelines, move files to closure, return injured workers to productive work, and adhere to client service instructions.
- ◆ A financial audit performed by TRISTAR's financial auditors for review of payments, accounting, reserving, and other financial controls.
- ◆ SSAE 18 SOC 1 (Type II)/SOC 2 (Type II) performance audits performed by JLK Rosenberger, CPAs. To protect the accuracy of claims data provided to our clients as well as the safety of the data TRISTAR holds on behalf of its clients, TRISTAR annually obtains both a SOC 1 (Type II) and a SOC 2 (Type II) audit report. The SOC 1 report attests to the suitability of the design and operating effectiveness of TRISTAR's controls over the claims administration process. The SOC 2 report attests to the suitability of controls at a service organization relevant to data security, availability, and confidentiality. TYPE II audits describe and evaluate TRISTAR's practices over an extended time (typically 3-12 months.) The two reports, including







unqualified opinions, are issued in the fourth quarter of the year by JLK Rosenberger, CPAs, after extensive audits. Our SSAE 18 SOC 1 (Type II)/SOC 2 (Type II) audit is available upon request with a signed confidentiality agreement. TRISTAR will review audits performed by our internal quality assurance department upon request.

The auditors track performance by claim unit and report the information to TRISTAR's Branch Manager, Vice President of Client Services and Claims Operations, Vice President/Regional Manager, and President. Branch managers are expected to achieve 85% or above. If there is a noticeable trend or consistent error with the adjuster, the manager or supervisor utilizes the information for immediate training and correction.

**CLAIMS SERVICES SUMMARY.** To ensure that claims examiners can focus appropriately on the management and resolution of each claim file, TRISTAR supports our examiners by offering appropriate caseloads, clerical staff for non-technical administrative duties, and oversight by experienced supervisors. The latter does not carry a personal caseload. Our Best Practices are based upon proven claim management practices that deliver consistent, top-quality results. Within our claim system, automated diaries and system requirements help ensure that examiners and supervisors manage/oversee claims in compliance with our Best Practices and any applicable Client Handling Instructions.

**SUPERVISORY OVERSIGHT AND REVIEW.** TRISTAR supervisors do not carry a caseload, allowing them to concentrate on their primary function, providing oversight and mentoring the examiners to ensure the best resolution of all claims. Files are reviewed by supervisors on both a random and a systematic basis.

Supervisors are required to review all new indemnity claims within ten business days of TRISTAR's receipt of the claim. This is to verify all pertinent issues have been identified and addressed, appropriate compensability determination was made, reserves are appropriately set, diaries are in place, benefits have been accurately calculated and paid, benefit notices are complete, and a thorough action plan is documented in the file.

Supervisors review all indemnity claims at 90 days and complete a thorough review of the file. A subsequent supervisor diary is mandatory on active indemnity claims every 180 days or more frequently; the diary must be appropriately set for the specific claim.


The supervisor reviews all claims where reserves, payments, or settlement authority exceeds that of the claims examiner, and proper documentation of the review is entered into the notepad.

**SYSTEMATIC AUDIT.** TRISTAR conducts multiple audits throughout the year. There is an internal audit of each branch annually to evaluate the performance of each examiner and supervisor. Critical areas are audited, such as diary review, plan of action, investigation, supervisor involvement, and excess review. An audit report is published and distributed to management and senior management. Branch managers complete action plans for any score below 85%. In addition, quarterly audits are conducted to review our performance on 3-point contact, initial supervisor reviews, and 90-day supervisor reviews.

**SELF AUDIT.** The claims examiners perform self-audits on their files. Utilizing the Closure Checklist, this self-audit addresses items such as processing appropriate forms, correct calculation of payments, and any unpaid or disputed medical bills or liens.







**TECHNICAL AUTHORITY LEVELS.** TRISTAR has programmed the claims administration system to provide technical authority levels based on job title, experience, and client requirements in the areas of reserving, claim delay or denial, benefit payment, and change. Our system also includes edits that provide for supervisory and management review of files, payments, and legal documents on an ongoing basis at critical times throughout the life of a claim. Documentation of their involvement is required in the computerized claim file notes.

**USE OF "COMMITTEE" SYSTEM.** TRISTAR uses a committee-style claims administration when establishing the initial plan of action and reserve analysis on catastrophic claims. The committee will consist of the adjuster, supervisor, branch manager, and client (where appropriate). TRISTAR uses committees for "roundtable" discussions and the development of action plans for potentially fraudulent claims and claims training exercises.

**LEGAL DOCUMENT CONTROL.** A supervisor reviews all legal mail. The adjuster and supervisor document all future court dates in our computer system and monitor awards, assuring prompt payment.

**CLIENT PROCEDURAL COMPLIANCE.** TRISTAR completes a new client implementation form for every account, which includes client-specific requirements. Where appropriate, Client Instructions are automated via diary and system requirements. Compliance with Client-Specific Handling Instructions is reviewed during Supervisor Diaries and audited as part of our QA Audit Program.


**INCENTIVE FOR QUALITY ASSURANCE EXCELLENCE.** The TRISTAR President's Award for Claims Handling Excellence is awarded annually as an incentive for examiners and supervisors to achieve outstanding audit results: examiners must score 95% or higher, and supervisors must have an individual audit score of 95% or higher, and their units must earn an overall score of 90% or higher. Team members who achieve these metrics earn a monetary prize, a plaque, and recognition in our internal newsletter.

## Client Training Programs

TRISTAR believes the most effective training for our clients is tailored to their specific needs and audience. For example, we can provide a wide array of training, from a very detailed description of the workers' compensation system to a general overview of what workers' compensation is and how the system works. We teach the level of detail based on our audience: department/division heads, supervisors, or employees. Topics that we are often requested to present are accident investigation, how and when to report an injury, an overview of the workers' compensation system, benefits of returning employees to modified duty, what an employer can do to impact the cost of a claim, how is a claim reserved and other areas of interest. We can also present topics regarding new legislation and changes in rules, procedures, and statutes.

**REGULATORY, STATUTORY, LEGAL UPDATES.** TRISTAR's Quality Assurance Department is responsible for ensuring that our employees and clients stay current on workers' compensation statutes, rules, and regulations, including legal requirements and trends in case management. We offer regular ongoing training to ensure that all employees remain abreast of new trends and updates impacting national and local workers' compensation landscapes. We provide our clients with periodic updates on legislative changes, regulatory changes, pending cases, and case decisions that significantly impact their workers' compensation programs. These updates range from formal announcements to all TRISTAR clients concerning the broad application of these changes to informal discussions between the claims staff and risk management staff pertaining to a specific claim.





**PROCEDURAL MANUALS.** TRISTAR's Quality Assurance Departments maintain and regularly update our Best Practices and Procedures Manual. All employees are trained in the manual's requirements and have access to it at all times. In addition, during the implementation process, TRISTAR will develop a client-specific handling guideline document outlining the County's specific requirements, policies, and procedures. TRISTAR will provide our Best Practices Manual and the County's Claim Handling Guidelines to the County.

**TECHNICAL ASSISTANCE.** TRISTAR will schedule systems training sessions for the County users through our Client Services and/or Help Desk team during the client transition period. Additional training can be provided upon request throughout the course of our engagement. Ongoing, the County's assigned claim and client services team may assist with custom report production and troubleshoot common questions. In addition, TRISTAR has an in-house, US-based service desk, which is available to our clients.





## COMPOSITE EXHIBIT C

### ATTACHMENT 1 – SUBMITTAL FORM

23-524

The undersigned hereby declares that: TRISTAR Claims Management Services, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **THIRD PARTY ADMINISTRATOR FOR WORKERS COMPENSATION, EMPLOYER LIABILITY, PROPERTY AND LIABILITY** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### 1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### 2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

#### 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### 4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### 5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

#### **6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

#### **7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

#### **8.0 ANTITRUST VIOLATOR VENDOR LISTS**

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

#### **9.0 FEDERAL FUNDING REQUIREMENT**

9.1. N/A

#### **10.0 RECIPROCAL VENDOR PREFERENCE**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: 100 Oceangate Long Beach, CA 90802
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: 1540 International Parkway, Suite 200, Lake Mary, FL 32746

#### **11.0 GENERAL VENDOR INFORMATION**

Firm Name: TRISTAR Claims Management Services, Inc.

Street Address: 100 Oceangate Suite 840

City: Long Beach State and ZIP Code: CA, 90802

Mailing Address (if different): Click or tap here to enter text.

Telephone: 562-495-6600 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 13-3832689

DUNS Number: 92-951-0410

**12.0 SUBMITTAL SIGNATURE**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Thomas J. Veale*

Date: 4/10/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: jimmy.dyer@tristargroup.net

Secondary E-mail Address: tristar.marketing@tristargroup.net

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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<b>TRISTAR Claims Management Services, Inc.</b>
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<b>OFFICE LOCATION – CURRENT LOCATION IN THE STATE OF FLORIDA</b>
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STREET NUMBER	STREET NAME	STATE	ZIP CODE	YEARS AT LOCATION
1540	International Parkway Suite 2000	FL	32746	10 years.

<b>PERSONNEL TO ADMINISTER SERVICES PROPOSED</b>
--

	Name	Location	Years with Company in current role	Current Workload (number of current clients)
Account Service Rep.	Kevin Cothron	Florida	4	2
Implementation Manager	Jimmy Dyer	Texas	20	12
Other				

ADMINISTRATIVE SERVICES	Confirm	Deviation
1. Confirm the ability to transition all existing W/C claims from current provider to meet the October 1, 2023, deadline. This plan must ensure all needed medical services must be provided to those currently on W/C and the provision of any other service needed to meet	yes	
2. Confirm Firm will administer workers' compensation benefits in accordance with established practice parameters and protocols of treatment as provided for in Chapter 440, Florida Statutes.	yes	
3. Confirm initial contact with new claimants and the establishment of a claims file will occur within twenty-four (24) hours of receipt of the Employers' First Report of Injury or Illness for the County. Claim files will be available for review by the County at any time during the TPA's regular business hours.	yes	
4. Confirm treatment programs for injured employees will be monitored to ensure they receive proper care and to avoid over treatment situations.	yes	
5. Confirm Firm will meet state law regarding utilization review guidelines and standards.	yes	
6. Confirm Firm will establish claim reserves and provide a continual review and update of reserves to reflect changes during the life of all claims.	yes	
7. Confirm Firm will complete needed AWW, 13-week salary computations, Medicare set-aside projections and other W/C indemnity payments.	yes	
8. Confirm Firm will provide on-going training to County employees as needed/requested to explain Division of Workers' Compensation (DWC) benefit notices and other required letters, forms, reports or procedures.	yes	
9. Acknowledge all County HR staff inquiries will be acknowledged within same workday, and/or when necessary, provide an update on forecasted issue resolution timeframes.		latest is next business day
10. Confirm all penalties incurred because of failure of Firm to comply with statutory laws and/or administrative regulations shall be the sole responsibility and paid by Firm.	yes	
11. Confirm Firm will maintain accurate and timely loss runs in a format and system acceptable to the County and/or required by law.	yes	
12. Acknowledge County will select defense and subrogation counsel for each case. County has an awarded contract with outside counsel / this service is outside the scope.	yes	
13. Firm is responsible for proceeding against responsible persons, agencies, and/or agents in subrogation actions to recover losses suffered by the County due to employee injuries.	yes	
14. Acknowledge County reserves the right to approve, disapprove or select any and all service providers including medical case managers, rehabilitation counselors, primary medical treatment inpatient and out-patient facilities, physicians, specialists, chiropractors, legal	yes	

15. Confirm Firm will assume liability for services rendered in regard to claims processing, timely payment, indemnity calculations and any other service provided by Firm to the County or to an individual claimant.		Firm will assume liability to the County for the Firm's breach of the service
16. Confirm Firm will recommend special, outside investigations for questionable claims with the coordination and assistance of the County.	yes	
17. Confirm Firm will provide immediate and advance notice and explanation to the County of any claim for workers' compensation benefits that is contested and may be denied by the TPA.	yes	
18. Acknowledge the County and/or excess insurer reserve the right to, at any time, inspect, copy, or audit the files, including the right to conduct an independent claims audit paid for by the County, excess insurer, and/or State Managed Care Program.	yes	request 30 day notice to gather files
19. Confirm Firm will provide viewing and reporting access to the TPA's online claims tracking system.	yes	
20. Acknowledge all claims' files remain the property of the County and will not be disposed of without the County's prior authorization.	yes	
21. Confirm that all files that meet closing criteria will be closed in a timely manner.	yes	
22. Confirm that a representative from Firm will Attend Workers' Compensation Appeals Board hearings, status conferences and trials along with depositions, conferences with legal defense counsel, and meetings with County staff as required.	yes	
23. Confirm that Firm will provide all forms, posters, and pamphlets as required by Chapter 440, Florida Statutes, that are necessary for the processing of claim and benefit information at the TPA's own expense.	yes	
24. Acknowledge that Firm will prepare the Public Entities Self-Insured Annual Report, and any additional reports required by Federal or State law (e.g., OSHA 300 Log).	yes	
25. Acknowledge that Firm will prepare DFS-F2-SI-17 Statistical Reports for submission to State of Florida.	Yes	
26. Acknowledge that Firm will coordinate with and report all claims meeting the County's excess insurance carrier's reporting criteria as established by the excess insurance carrier immediately upon determination that criteria is met.	yes	
27. Demonstrate knowledge of an Early Return to Work Program.	yes	
28. Acknowledge Firm has staff that can provide onsite education programs for employees on selected safety topics.	yes	
29. Acknowledge Firm can provide access and assignment of nurse advocates to cases after approval by County.	yes	
30. Acknowledge Firm will provide a biannual analysis with benchmarks and strategies for enhanced medical service/facility cost savings resulting from your Preferred Provider Network or other services.	yes	
31. Confirm Firm regularly employs strategies for cost savings due to TPA operation or contracted bill review activities.	yes	
32. Acknowledged Firm (when appropriate) will prepare and discuss strategies for medical cost control on litigated claims with the County before allowing defense counsel to select a	yes	
33. Acknowledge adjusters will closely monitor litigation efforts and communicate regularly with County and their selected counsel. County must authorize all depositions and	yes	
34. Acknowledge that prior to any settlement conference, hearing or trial, the claims administrator and defense counsel will provide a written analysis of the case, including options and recommendations for settlement. All permanent disability ratings must include the rating formula and dollar amount.	yes	
35. Confirm Firm will establish controls and procedures to manage and contain claim defense costs. How will this be done?	yes	
<b>MEMBER SERVICES AND STAFFING</b>	<b>Confirm</b>	<b>Deviation</b>
36. Confirm Firm will assure that all customer service and claims staff are trained in the specific technical issues of the County's account.	yes	
37. Confirm Firm will be able to maintain appropriate staffing levels to serve participants in the respective programs.	yes	

38. Confirm W/C claimants will have year-round access to toll free customer service. This customer service function must be available at the Firm's expense.	yes	
39. Confirm the telephonic customer service function will be available (at a minimum) from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday.	yes	
40. Confirm Firm will have a telephone system and staff capacity adequate to respond to covered persons within 24 hours.	yes	
41. Confirm Firm will record, maintain, and share with County any information regarding service-related or other complaints reported by covered employees.	yes	
<b>ACCOUNT MANAGEMENT SERVICES</b>	<b>Confirm</b>	<b>Deviation</b>
42. Confirm Firm will provide a dedicated account manager who will be a single point of contact, is able to make decisions, or report to a person who can make decisions, concerning process changes, as required, to oversee this account.	yes	
43. Confirm Firm will notify the County of any changes in account management or contact persons immediately.	yes	
44. Confirm that the account manager will maintain an up-to-date understanding and knowledge of the County's account.	yes	
45. Confirm Firm will provide an annual account management performance survey to be completed by the County.	yes	
46. Confirm Firm will meet bi-annually to review account performance and individual claimant statuses for all files that meet a mutually agreed up minimum threshold of \$25,000.00 in medical and or indemnity payments. Reports should also include accident analysis by County department. Please provide report examples in Tab 8 – Other Information of the RFP.		biannual stewardship
<b>COMMUNICATION AND MARKETING SERVICES</b>	<b>Confirm</b>	<b>Deviation</b>
47. Confirm Firm, upon approval from the County, will be responsible for coordinating communication and marketing activities related to Services.	yes	
48. Confirm Firm will be responsible for all costs of producing, printing, and mailing/distributing adequate quantities of marketing and administrative supplies as designated by the County. The format and content of all materials used for the County account shall be	yes	
49. Confirm Firm can provide electronic communications, upon approval by the County, directly to claimants as appropriate.	yes	
50. Confirm Firm will allow the County to review and approve any informational materials provided to participants.	yes	
<b>IMPLEMENTATION SERVICES</b>	<b>Confirm</b>	<b>Deviation</b>
51. Confirm Firm will designate an implementation team of experienced staff to work with the County and/or it's consultants to effectively implement the program on schedule.	yes	
52. Confirm Firm will outline required timelines for October 1, 2023 implementation.	yes	
53. Identify any and all County resources need for implementation.	yes	
<b>REQUESTED INFORMATION</b>	<b>RESPONSE</b>	
54. Describe the process and timeline for handling new W/C claims.	TRISTAR offers multiple reporting options, including data exchange, email, facsimile, online forms, and a call center for telephonic reporting and/or telephonic nurse triage services. Reporting services are available 24/7, with emergency escalation protocols available	
55. Describe the process and timeline for handling denied claims appeals.	TRISTAR returns denied claims to the provider with an explanation of the reason for denial. TRISTAR also returns duplicate bills to the provider. TRISTAR does not charge for full or partial duplicates.	
56. Describe the notification/Communication process for W/C participants throughout their claim cycle.	Same-day contact with all parties involved in the loss, including plaintiff's counsel, Same-day contact with employee, employer and a doctor to determine compensability and injury, Regular aggressive follow-up with contacts throughout the life of the file	

57. Describe policy on when nurse advocates are used on claims.	Nurse case managers are used as needed based on the protocols agreed to by the County.
58. Describe information included in account review meetings. How often are these typically held? Preferred to meet in January and July.	Formally review claims meeting the County's thresholds (incurred value, injury/incident type, litigated, etc.) or as specifically requested, including: Monthly service indicator trends, Service issues/concerns, Service enhancement opportunities, State rule and regulation updates, Service Procedure revisions as needed,
59. Provide a list of available safety classes – either here as a list or in Tab 8 – Other Information of this RFP.	Please see Tab 8 for information.
60. Provide Plan for Transition of accounts. This can be provided under Tab 8 – Other Information of this RFP.	Please see Tab 8 for information.
61. What type of investigative services are available through your firm?	TRISTAR's responsibility to our clients is to determine if claims made by their employees for obtaining benefits are compensable under relevant jurisdictional statutes regardless of the type of claim. The process for determining whether a claim is compensable is to conduct a thorough investigation with regard to whether the claimed injury arose out of/or in the course of employment (AOE/COE).



## Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION:** Third Party Administrator for Workers Comp,  
Employer Liability, Property and Liability

03/16/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. Will the County provide Loss runs for each line of business and provide the number of claims reported each line per year?

**R1. This information for the current Third-Party Administrator upon request.**

Q2. May we have a copy of the current contract?

**R.2 The current contract can be viewed on our website at the following link. Please note, this contract only includes the Workers Compensation and Employer Liability:**

[18-0016.pdf \(lakecountyfl.gov\)](https://www.lakecountyfl.gov/18-0016.pdf)

Q3. Is the Sheriff, Police Department or Fire Rescue part of your program?

**R3. The Sheriff and Police Departments are not a part of the program. Fire Rescue and EMS are a part of the program.**

**ADDITIONAL INFORMATION**


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**ACKNOWLEDGEMENT**

Firm Name: TRISTAR Claims Management Services, Inc.

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

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/11/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: [tristarmarketing@tristargroup.net](mailto:tristarmarketing@tristargroup.net)



## **ADDENDUM NO. 1**

**23-524**

Secondary E-mail Address: Click or tap here to enter text.

**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION: Third Party Administrator for Workers Comp, Employer Liability  
And Property and Liability**

03/21/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q4. Are you able to provide a detailed loss run reflecting open and closed claims for all lines of coverage?

**R4. Yes, the County can provide a loss run report upon request.**

Q5. How many users currently access the RMIS system?

**R5. Not Applicable.**

Q6. Are you able to provide the date and time for the solicitation opening?

**R6. See document 23-524 Third Party Administrator for Workers Compensation, Employer Liability, Property and Liability.**

Q7. Can companies from outside the United State apply for this?

**R7. See Exhibit A – Scope of Work, Item 1 – Background Information, Section 1.1**

Q8. Do we need to come over there for meetings?

**R8. See response to Q7.**

Q9. Can we perform the tasks (related to the RFP) outside the United States?

**R9. No. See response to Q7.**

Q10. Can a proposal be submitted via email?

**R10. No. All proposals must be submitted via the County portal as outlined in RFP document 23-524, Section 6.0, Item B.**

**ADDITIONAL INFORMATION**

ACKNOWLEDGEMENT

Firm Name: TRISTAR Claims Management Services, Inc.

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

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/11/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: [tristarmarketing@tristargroup.net](mailto:tristarmarketing@tristargroup.net)

Secondary E-mail Address: Click or tap here to enter text.



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION:** Third Party Administrator for Workers Comp  
And Employer Liability, Property & Liability

04/07/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES CHANGE THE DATE FOR RECEIPT OF PROPOSALS. THE NEW DATE FOR RECEIPT OF PROPOSALS IS APRIL 20, 2023.

**ADDITIONAL INFORMATION**

**NOTE:** Due date has been extended to allow time for questions and requests submitted to be answered and provided.

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**ACKNOWLEDGEMENT**

Firm Name: TRISTAR Claims Management Services, Inc.

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

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/13/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: [tristarmarketing@tristargroup.net](mailto:tristarmarketing@tristargroup.net)

Secondary E-mail Address: Click or tap here to enter text.



**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION: Third Party Administrator for Workers Comp  
And Employer Liability, Property & Liability**

04/10/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q11. Does the County presently have a legal team that they work with regarding claims or does the “successor” of the solicitation have to have their own legal team regarding claims? If so, why the change? If not, can we or should we be looking forward to working with the present lawyers regarding claims?

**R11. The County does have their own outside legal counsel for Liability and a separate one for Workers Compensation which the County will continue to use in the future no matter the Third-Party Administrator.**

Q12. Is the County open to responses from vendors providing only billing review, nurse case management, and partnering with the County’s TPA or will the program be awarded to one vendor?

**R12 There will only be one (1) awarded vendor.**

Q13. Can the County share the current open and anticipated claim volume?

**R13. The County only provides new claims from 10/1/2021 to present, reflecting a volume of 1.5 years.**

**New Claims Run Report Information for 10/1/2021 to Present:**

**Workers’ Compensation Claims: 1/1/2022 to 12/31/2022 were 182, includes “Report Only.” Total Open Claims for this period is 21.**

**Property & Liability Claims: 1/1/2022 to 12/31/2022 were 242 (includes in house handled claims and “Report Only”) Total claims for this period turned into the TPA were 8, and of those 8, 7 are still open.**

**ADDITIONAL INFORMATION**

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**ACKNOWLEDGEMENT**

Firm Name: TRISTAR Claims Management Services, Inc.

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

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/13/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: [tristarmarketing@tristargroup.net](mailto:tristarmarketing@tristargroup.net)

Secondary E-mail Address: Click or tap here to enter text.

# EXHIBIT D

ATTACHMENT 2 - PRICING SHEET

23-524

TPA for Workers Comp;  
Employer Liability; Property and Liability

TRISTAR Claims Management Services, Inc.

SAVE AND SUBMIT AS AN EXCEL FILE

Proposed fees to include any fees (by including additional pricing sheets) related to implementation, transitioning from existing provider, or any other fees that will be billed for any service. It is understood quoted fees will be for the duration of

Alterations to locked cells may result in disqualification of submission.

## (NEW) WORKERS' COMPENSATION CLAIMS

Workers' Compensation Claims	Fee per Claim	Explanation (if required)
Record Only	\$ 30.00	Per claim. Life of Contract
Medical Only	\$ 155.00	Per claim. Life of Contract
Indemnity	\$ 892.00	Per claim. Life of Contract
Transition from Medical to Indemnity	\$ 700.00	Life of Contract

## (OPEN) WORKERS' COMPENSATION CLAIMS

Medical Only	No Charge	
Indemnity	No Charge	

## (NEW) GENERAL LIABILITY CLAIM

Employer's Liability Claims	Fee per Claim	Explanation (if required)
Bodily Injury	\$ 805.00	Per suffix
Personal Injury	\$ 805.00	Per suffix
Property Damage	\$ 464.00	Per suffix
Medical Payment	\$ 318.00	

## (OPEN) GENERAL LIABILITY CLAIM

Bodily Injury	No Charge	
Personal Injury	No Charge	
Property Damage	No Charge	

## (NEW) AUTOMOBILE LIABILITY CLAIM

Bodily Injury/Property Damage	\$ 870.00	Per suffix
Physical Damage	\$ 318.00	

## (OPEN) AUTOMOBILE LIABILITY CLAIM

Bodily Injury/Property Damage	No Charge	
Physical Damage	No Charge	

## (NEW) PUBLIC OFFICIAL LIABILITY CLAIM

Public Official Liability	\$ 805.00	
Employment Practice Liability	\$ 805.00	

## (OPEN) PUBLIC OFFICIAL LIABILITY CLAIM

Public Official Liability	No Charge	
Employment Practice Liability	No Charge	

## (NEW) PROFESSIONAL LIABILITY CLAIM

Professional Liability	\$ 805.00	
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## (OPEN) PROFESSIONAL LIABILITY CLAIM

Professional Liability	No Charge	
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## (NEW) PROPERTY CLAIM

Buildings	\$ 642.00	Per suffix
Personal Property	\$ 642.00	Per suffix

## (OPEN) PROPERTY CLAIM

Buildings	No Charge	
Personal Property	No Charge	



Other Services	Fee per Claim	Explanation (if required)
Systems - Interface & Reporting	\$175	Per hour, if programming required
Standard Reports		Standard reports included in fees
Loss Control Services - Expenses (if required)	\$179	Per hour. Large projects would be
Rehabilitation Services - Expenses (if required)	At cost	
Conversion fee for data or transfer of claim files from the previous third party administrator.	No Charge	
Medical Bill Fee Scheduling (Option A)	\$1.95 per line	Please see our proposal for pricing details
Medical Bill Fee Scheduling (Option B)		Please see our proposal for pricing details
Telephonic Nurse Case Management	\$95	Per hour. Large projects would be negotiated
On-Site training charges - to include fees for: facilitation, travel, per diem, materials, etc.	\$90	Per hour plus expenses, if any.
Performance Guarantees	Target	Penalty
1. Implementation timeline completed by 10/1/2023	October 1, 2023	One-half of one percent of total annual fee
2. Monthly Billing and Reports	7th Day of Month	One percent (1%) of Monthly billing
3. Customer Service a. Average Speed of Answer b. Abandonment Rate c. Response to participant inquiry d. Resolution of participant inquiry	Option available through 24/7 call center	TRISTAR will reimburse the County for our failure to comply with statutory laws or admin regulations
4. Notification Timelines As specified by the County to include • Initial Contact with employee • Claims set-up/Notification • HR staff inquiries turnaround • HR staff notification of denied claims	One (1) business day for set up, notification, and turnaround time.	One percent (1%) of Monthly billing
5. Provide Account Management Reports - Monthly	7th of Month	One percent (1%) of monthly billing.
6. Incurred penalties for failure to comply with statutory laws or admin regulations.	Throughout service period.	TRISTAR will reimburse the County for our failure to comply with statutory laws or admin

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

## EXHIBIT E

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and shall be effective as of the date that the last party executes this Agreement, by and between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (collectively referred to as “Covered Entity”), and TRISTAR Claims Management Services, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns (“Business Associate”) in order to comply with the Privacy Rule, Security Rule, and HITECH Act, as defined below, as well as the American Recovery and Reinvestment Act of 2009 (“ARRA”). The parties mutually agree as follows:

**1. Definitions.** Terms used, but not otherwise defined in this Agreement, will have the same meaning as those terms in the Privacy Rule, Security Rule, and HITECH Act.

a. **Agent.** “Agent” will have the meaning as determined in accordance with the federal common law of agency.

b. **Breach.** “Breach” will have the same meaning as the term “breach” in 45 CFR §164.402.

c. **Data Aggregation.** “Data Aggregation” will have the same meaning as the term “data aggregation” in 45 CFR §164.501.

d. **Designated Record Set.** “Designated Record Set” will have the same meaning as the term “designated record set” in 45 CFR §164.501.

e. **Disclosure.** “Disclosure” and “Disclose” will have the same meaning as the term “Disclosure” in 45 CFR §160.103.

f. **Electronic Media.** “Electronic Media” will have the same meaning as the term “Electronic Media” in 45 CFR §160.103.

g. **Electronic Protected Health Information (ePHI).** “ePHI” will have the same meaning as Electronic Protected Health Information (ePHI) in 45 CFR §160.103.

h. **Electronic Health Record.** “Electronic Health Record” will have the same meaning as the term in Section 13400 of the HITECH Act and as set forth in this Agreement.

i. **Health Care Operations.** “Health Care Operations” will have the same meaning as the term “health care operations” in 45 CFR §164.501.

j. **HIPAA Rules.** “HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

k. **HITECH Act.** “HITECH Act” will mean The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009

(“ARRA” or “Stimulus Package”), specifically DIVISION A: TITLE XIII Subtitle D - Privacy, and its corresponding regulations as enacted under the authority of the Act.

l. **Individual.** “Individual” will have the same meaning as the term “individual” in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

m. **Minimum Necessary.** “Minimum Necessary” will mean the Privacy Rule Standards found at 45 CFR §164.502(b) and 45 CFR §164.514(d)(1).

n. **Notice of Privacy Practices.** “Notice of Privacy Practices” shall have the same meaning as those terms in the HIPAA Rules.

o. **Privacy Rule.** “Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

p. **PHI.** “PHI” will have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

q. **Required By Law.** “Required By Law” will have the same meaning as the term “required by law” in 45 CFR §164.103.

r. **Secretary.** “Secretary” will mean the Secretary of the Department of Health and Human Services or his or her designee.

s. **Security Incident.** “Security Incident” will have the same meaning as the term “Security Incident” in 45 CFR §164.304.

t. **Security Rule.** “Security Rule” will mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.

u. **Subcontractor.** “Subcontractor” will mean a person or entity “that creates, receives, maintains, or transmits protected health information on behalf of a business associate” and who is now considered a business associate, as the latter term is defined in 45 CFR §160.103.

v. **Subject Matter.** “Subject Matter” will mean compliance with the HIPAA Rules and with the HITECH Act.

w. **Unsecured Protected Health Information.** “Unsecured Protected Health Information” will have the same meaning as the term “unsecured protected health information” in 45 CFR §164.402.

x. **Use.** “Use” will have the same meaning as the term “Use” in 45 CFR §164.103.



## 2. Obligations and Activities of Business Associate.

a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement in connection with the functions, activities, and services that Business Associate performs for Covered Entity or as Required By Law. The functions, activities, and services that Business Associate performs for Covered Entity are defined in Lake County Contract #23-524, which this Business Agreement is made part of.

b. Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of PHI other than as provided for by this Agreement or that would otherwise cause a breach of Unsecured PHI. Business Associate further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI (ePH), as provided for in the Security Rule and as mandated by Section 13401 of the HITECH Act and comply with Subpart C of 45 CFR Part 164.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate further agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, and in a manner as prescribed in this Agreement.

d. Business Associate agrees to report to Covered Entity any Security Incident, including all data Breaches or compromises, whether internal or external, related to PHI, whether the PHI is secured or unsecured, of which Business Associate becomes aware.

e. If the Breach, as discussed in paragraph 2(d), pertains to Unsecured PHI, then Business Associate agrees to report any such data Breach to Covered Entity within ten (10) business days of discovery of the Breach; all other compromises, or attempted compromises, of PHI must be reported to Covered Entity within twenty (20) business days of discovery. Business Associate further agrees, consistent with Section 13402 of the HITECH Act, to provide Covered Entity with information necessary for Covered Entity to meet the requirements of the HITECH Act, and in a manner and format to be specified by Covered Entity. Business Associate's notification of a Breach of Unsecured PHI shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

f. If Business Associate is an Agent of Covered Entity, then Business Associate agrees that any Breach of Unsecured PHI will be reported to Covered Entity *immediately* after the Business Associate becomes aware of the Breach, and under no circumstances later than one (1) business day after the Breach. Business Associate further agrees that any compromise, or attempted compromise, of PHI, other than a Breach of Unsecured PHI as specified in 2(e) of this Agreement, must be reported to Covered Entity within ten (10) business days of discovering the compromise, or attempted compromise.

g. In the event of Business Associate's user or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice, as required by Sections 2(d)-(f) was made, including evidence

demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

h. Business Associate agrees, in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractor, to whom Business Associate provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate further agrees that restrictions and conditions analogous to those contained in this Agreement will be imposed on the Subcontractors via a written agreement that complies with all the requirements specified in §164.504(e)(2), and that Business Associate may only provide the Subcontractors PHI consistent with Section 13405(b) of the HITECH Act. Further, Business Associate agrees to provide copies of the written agreements to Covered Entity within ten (10) business days of a Covered Entity's request for the written agreements.

i. Business Associate agrees to provide access, at the request of Covered Entity and during normal business hours, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet Covered Entity's requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least three (3) business days in advance of requesting such access. Business Associate further agrees, in the case where Business Associate controls access to PHI in an Electronic Health Record, or controls access to PHI stored electronically in any format, to provide similar access in order for Covered Entity to meet its requirements under the HIPAA Rules and under Section 13405(c) of the HITECH Act. These provisions do not apply if Business Associate and its employees or Subcontractors have no PHI in a Designated Record Set of Covered Entity.

j. Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526, at the request of Covered Entity or an Individual. This provision does not apply if Business Associate and its employees or Subcontractors have no PHI from a Designated Record Set of Covered Entity.

k. Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures (collectively "Compliance Information"), relating to the Use or Disclosure of PHI and the protection of PHI, available to the Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules and the HITECH Act. Business Associate further agrees, at the request of Covered Entity, to provide Covered Entity with demonstrable evidence that its Compliance Information ensures Business Associate's compliance with this Agreement over time. Business Associate will have a reasonable time within which to comply with requests for such access or demonstrable evidence, consistent with this Agreement. In no case may access, or demonstrable evidence, be required in less than five (5) business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.

l. Business Associate agrees to maintain necessary and sufficient documentation of Disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of such Disclosures, in accordance with 45 CFR §164.528.

m. On request of Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, including ePHI and Electronic Health Records, in accordance with 45 C.F.R. §164.528 and related guidance issued by the Secretary from time to time. Business Associate shall provide the documentation in a manner and format to be specified by Covered Entity. Business Associate will have a reasonable time within which to comply with such a request from Covered Entity and in no case may Business Associate be required to provide such documentation in less than three (3) business days after Business Associate's receipt of such request.

n. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate shall redirect the Individual to the Covered Entity.

o. To the extent that Business Associate carries out one or more of Covered Entity's obligations under the HIPAA Rules, the Business Associate must comply with all requirements of the HIPAA Rules that would be applicable to the Covered Entity.

p. Business Associate must honor all restrictions consistent with 45 C.F.R. §164.522 that the Covered Entity or the Individual makes the Business Associate aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with Section 13405(a) of the HITECH Act.

q. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

r. Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### **3. Permitted Uses and Disclosures by Business Associate.**

a. Except as otherwise limited by this Agreement, Business Associate may make any Uses and Disclosures of PHI necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such Use or Disclosure would not violate the Privacy Rule, Security Rule, or the privacy provisions of the HITECH Act, if done by Covered Entity. All other Uses or Disclosures by Business Associate not authorized by this Agreement, or by specific instruction of Covered Entity, are prohibited.

b. Except as otherwise limited in this Agreement, Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may Disclose PHI for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used, or further Disclosed, only as Required By Law, or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement, Business Associate may Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B). Business Associate agrees that such Data Aggregation services will be provided to Covered Entity only when such Data Aggregation services pertain to Health Care Operations. Business Associate further agrees that such services will not be provided in a manner that would result in Disclosure of PHI to another covered entity who was not the originator or lawful possessor of such PHI. Further, Business Associate agrees that any such wrongful Disclosure of PHI is a direct violation of this Agreement and must be reported to Covered Entity *immediately* after the Business Associate becomes aware of such Disclosure and, under no circumstances, later than three (3) business days after the Disclosure.

e. Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

f. Business Associate will make Uses, Disclosures, and requests for PHI consistent with the Minimum Necessary principle as Required by Law.

#### **4. Obligations and Activities of Covered Entity.**

a. Covered Entity shall notify Business Associate of the provisions and any limitations in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such provisions and limitations may affect Business Associate's Use or Disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that the changes or revocation may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, and also notify Business Associate regarding restrictions that must be honored under section 13405(a) of the HITECH Act, to the extent that such restrictions may affect Business Associate's Use or Disclosure of PHI.



d. Covered Entity shall notify Business Associate of any modifications to accounting disclosures of PHI under 45 CFR §164.528, made applicable under Section 13405(c) of the HITECH Act, to the extent that such restrictions may affect Business Associate's Use or Disclosure of PHI.

e. Covered Entity shall not require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity.

## **5. Compliance with Security Rule.**

a. Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

b. In accordance with the Security Rule, Business Associate agrees to:

1. Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;
2. Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and
3. Report to the Covered Entity any Security Incident of which it becomes aware.

## **6. Term and Termination.**

a. Term. Any and all previous business associate agreements entered into by the parties will be terminated on the same date this Agreement is executed. The term of this Agreement will take effect on the date that the last party executes this Agreement and will continue in effect unless either party terminates this Agreement or the underlying services agreement entered into by the parties is terminated.

b. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such termination, if Business Associate has breached a material term of this Agreement and does not cure the breach or cure is not possible.

c. Termination for Cause by Business Associate. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall give Covered Entity written notice of such breach and provide reasonable opportunity for Covered Entity to cure the breach or end the violation. Business Associate may terminate this Agreement, and Covered Entity agrees to such termination, if Covered Entity has breached a material term of this Agreement and does not cure the breach or cure is not possible.

d. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall **return all** PHI received from, or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall not retain any copies of the PHI.
2. In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity, within ten (10) business days, notification of the conditions that make return infeasible. Upon such determination, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI.

**6. Indemnification.** Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent in accordance with and to the fullest extent permitted by applicable law, including from and against any claim, cause of action, liability, damage, cost, or expense, including attorney's fees and court or proceeding costs, arising out of or in connection with any Breach by the Business Associate or any of its subcontractors or persons under Business Associate's control, or any violation of this Agreement by Business Associate or any of its subcontractors or persons under Business Associate's control.

**7. Miscellaneous.**

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended from time to time.

b. Amendment. This Agreement may be modified only by a signed written agreement between Covered Entity and Business Associate. Further, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, Security

Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

c. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, will survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Business Associate under Section 5(d) of this Agreement will survive the termination or expiration of this Agreement.

d. Interpretation. Any ambiguity in this Agreement will be resolved to permit Covered Entity and Business Associate to comply with the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

e. Severability. If any provision or provisions of this Agreement are determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, this Agreement will not be unlawful, void or unenforceable, but will continue in effect and be enforced as though such provision or provisions were omitted.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one original Agreement. Facsimile or electronically authenticated signatures will be accepted and enforceable in lieu of original signatures.

g. Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between Covered Entity and Business Associate regarding this Subject Matter. It contains the entire Agreement between the parties. All other agreements entered into between Covered Entity and Business Associate, not related to this Subject Matter, remain in full force and effect.

h. Governing Law. This Agreement and the rights of the parties will be governed by and construed in accordance with Federal law as it pertains to the Subject Matter and will be governed by and construed in accordance with the laws of the State of Florida as it pertains to contract formation and interpretation, without giving effect to its conflict of laws.

i. This Agreement will be binding on the successors and assigns of the Business Associate, however, this Agreement may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

**IN WITNESS WHEREOF**, Business Associate and Covered Entity execute this Agreement on the respective dates under each signature.

**BUSINESS ASSOCIATE**

TRISTAR Claims Management Services, Inc.

Thomas J Veale

Thomas J Veale (Nov 27, 2023 15:22 EST)

Thomas J. Veale, President

This 27<sup>th</sup> day of November, 2023.

Approved as to form and legality

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**ATTEST:**

Kathy Mullen for GJC  
Gary Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



**COVERED ENTITY**

LAKE COUNTY, FLORIDA

Kirby Smith  
Kirby Smith, Chairman

This 28th day of December, 2023.

Approved as to form and legality:

mmawl 12/21/23  
Melanie Marsh  
County Attorney