



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 10/1/2023	Contract Number: 18-0016 Title: <u>Third Party Administrator for Workers Comp and Employers Liability</u> Effective Date: 10/01/2018
Contracting Officer: Amy Munday E-mail: amy.munday@lakecountyfl.gov Telephone Number: (352) 343-9768	Contractor Name and Address: Name: Tristar Risk Enterprise Management, Inc. Address: 100 Oceangate, Suite 840 City: Long Beach, CA 90802 ATTENTION: Thomas J. Veale - President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This contract modification is issued to extend contract for Three (3) Months, to expire on December 30, 2023, or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Thomas J Veale</u> Print Name: <u>Thomas J. Veale</u> Title: <u>President</u> Date: <u>Sep 8, 2023</u> E-mail: <u>tom.veale@TRISTARgroup.net</u> Secondary E-mail: <u>alan.rauch@TRISTARgroup.net</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>9.29.23</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 10/1/2018	Contract Number: 18-0016 Title: <u>Third Party Administrator for Workers Comp and Employers Liability</u> Effective Date: October 1, 2018
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: TRISTAR Claims Management Services, Inc. (formerly known as Tristar Risk Enterprise Management, Inc.) Address: 100 Oceangate, Suite 840 City: Long Beach, California 90802 ATTENTION: Thomas J. Veale - President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to correct the pricing for "Transition from Medical to Indemnity" effective October 1, 2018. Price is being corrected from \$660.00 to \$670.00	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>THOMAS J. VEALE</u> Title: <u>PRESIDENT</u> Date: <u>8/25/21</u> E-mail: <u>Tom.Veale@tristargroup.net</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>August 27, 2021</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 10/1/2021	Contract Number: 18-0016 Title: <u>Third Party Administrator for Workers Comp and Employers Liability</u> Effective Date: 10/1/2018
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Tristar Risk Enterprise Management, Inc. Address: 100 Oceangate, Suite 700 City: Long Beach, California 90802 ATTENTION: Thomas J. Veale - President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: The County and Contractor amended Agreement 18-0016 through Amendment One and Amendment Two. This Modification Number One exercises both twelve (12) month renewal options extending this Agreement to September 30, 2023 and increases the claims adjustment fee by three percent (3%) effective October 01, 2021.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>THOMAS J. VEALE</u> Title: <u>PRESIDENT</u> Date: _____ E-mail: <u>Tom.Veale@tristargroup.net</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>April 30, 2021</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
TRISTAR RISK ENTERPRISE MANAGEMENT, INC.
FOR
THIRD PARTY ADMINISTRATOR FOR
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
RFP #18-0016**

This is the Second Amendment to the Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and TRISTAR Risk Enterprise Management, Inc., a Delaware corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, after a publicly submitted request for proposal (RFP #18-0016), the COUNTY and the CONTRACTOR entered into an agreement dated August 7, 2018 for third party administrator for workers' compensation and employer's liability services ("Agreement"); and

WHEREAS, on or about September 27, 2018, the COUNTY and the CONTRACTOR entered into a First Amendment to that Agreement; and

WHEREAS, the COUNTY and CONTRACTOR desire to amend the Agreement additionally so that it includes the agreed-upon fee for CONTRACTOR's provision of subrogation services; and

WHEREAS, executing this Second Amendment is in the best interests of the public health, safety and welfare.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants set forth in this Second Amendment, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated in this Second Amendment.
2. **Effective Date.** This Second Amendment shall be effective October 1, 2019.
3. **Amendment.** The Agreement will be amended to add into paragraph 3.1 the following:
The CONTRACTOR agrees to provide subrogation services in accordance with Section 2.13 of Attachment A, Scope of Service.
4. **Amendment.** The Agreement will be amended to add in the following to Attachment C, Pricing, which is attached to the Agreement:

Other Services	Fee	Explanation (if required)
Subrogation Services	5%	% of subrogation recovery amount

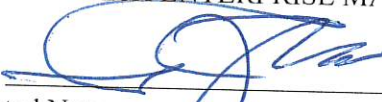
Fees and expenses incurred including, but not limited to, attorney and collection agency fees and/or expenses to pursue the rights of contribution, indemnification or subrogation on behalf of the COUNTY, are the responsibility of the COUNTY and shall be charged to the claim file as ALAE.

5. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Second Amendment conflicts with the Agreement, this Second Amendment will govern.

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment on the respective dates under each signature: the COUNTY by and through its Office of Procurement Services Director, and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

TRISTAR RISK ENTERPRISE MANAGEMENT, INC.

By: 

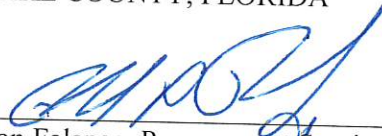
Printed Name: Thomas J. Veale

Title: President

This 2nd day of January, 2020.

COUNTY

LAKE COUNTY, FLORIDA



Ron Falanga, Procurement Services Director

This 18th day of March, 2020.

Approved as to form and legality:



Melanie Marsh, County Attorney

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
TRISTAR RISK ENTERPRISE MANAGEMENT, INC.
FOR
THIRD PARTY ADMINISTRATOR FOR
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
RFP #18-0016**

This is the First Amendment to the Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and TRISTAR Risk Enterprise Management, Inc., a Delaware corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, on or about August 7, 2018, the COUNTY and the CONTRACTOR entered into an agreement for third party administration of workers' compensation and employer's liability services (the Agreement); and

WHEREAS, the COUNTY desires to amend the Agreement to add a provision required by Florida law and to receive payment processing services from CONTRACTOR;

WHEREAS, the CONTRACTOR offers said payment processing services through its subcontractor, ECHO Health, Inc.; and

WHEREAS, executing this First Amendment is in the best interests of the COUNTY and the residents of Lake County.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants set forth in this First Amendment, and intending to be legally bound, the parties hereby agree as follows:

1.1 The above recitals are true and correct and incorporated in this First Amendment.

1.2 **Payment Processing.**

The CONTRACTOR shall use its subcontractor, ECHO Health, Inc., to process all applicable provider payments online for the benefit of the COUNTY. The COUNTY will not be responsible for any payments not properly processed by ECHO Health, Inc.

1.3 **Certification Regarding Scrutinized Companies that Boycott Israel.**

By executing this First Amendment, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR further understands that any contract with Company for goods or services may be terminated at the option of Company if the CONTRACTOR 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.

1.4 **Effect of Amendment.**

All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this First Amendment conflicts with the Agreement, this First Amendment will govern.

First Amendment to Agreement Between Lake County, Florida and TRISTAR Risk Enterprise Management, Inc. for Third Party Administrator for Workers' Compensation and Employer's Liability; RFP #18-0016

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates under each signature: the COUNTY by and through its Office of Procurement Services Director, and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

TRISTAR RISK ENTERPRISE
MANAGEMENT, INC.

By: Denise L. Cotter

Printed Name: Denise L. Cotter

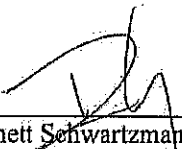
Title: Chief Financial Officer

This 13 day of Sept, 2018.

First Amendment to Agreement Between Lake County, Florida and TRISTAR Risk Enterprise Management, Inc. for Third Party Administrator for Workers' Compensation and Employer's Liability; RFP #18-0016

COUNTY

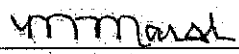
LAKE COUNTY, FLORIDA



Barnett Schwartzman, Procurement Services Director

This 21st day of September, 2018.

Approved as to form and legality: _____



Melanie Marsh
County Attorney

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
TRISTAR RISK ENTERPRISE MANAGEMENT, INC.
FOR
THIRD PARTY ADMINISTRATOR FOR
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
RFP #18-0016**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, TRISTAR Risk Enterprise Management, Inc., a Delaware corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted Request for Proposal (RFP) #18-0016 seeking firms or individuals qualified to provide third party administrative services for workers' compensation and employer's liability; and

WHEREAS, the CONTRACTOR 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 set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide third party administrative services for workers' compensation and employer's liability (the Service).

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Service in accordance with the Scope of Services, attached and incorporated by reference as **Attachment A**, as modified or clarified by Addendum #1, dated May 24, 2018, attached and incorporated by reference as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The term of this Agreement is as follows:

The CONTRACTOR and the COUNTY acknowledge that this Agreement is for a **thirty-six (36) month term beginning on October 1, 2018** and that the CONTRACTOR shall complete the work as specified in the Scope of Services. The COUNTY has the option to renew this Agreement for up to two (2) additional twelve (12) month periods, subject to the COUNTY and the CONTRACTOR agreeing on the pricing for each additional renewal period. The prices set forth in this Agreement will prevail for the full duration of the initial contract term of thirty-six (36) months unless otherwise indicated elsewhere in this document.

3.3 The CONTRACTOR 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 new persons hired by the CONTRACTOR during the term of this Agreement.

The CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors 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 new employees hired by the subcontractors during the term of the contract.

Article 4. Payment

4.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement as provided in the Pricing Schedule which is attached and incorporated by reference as **Attachment C**.

A fixed lump sum price represents the CONTRACTOR's base bid plus the optional portion of the Service, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

4.2 The CONTRACTOR shall submit invoices to the COUNTY no later than ten (10) days after the month succeeding the month a claim was reported to the CONTRACTOR or other services were performed. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.4 In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

- 5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.
- 5.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

Article 6. Special Terms and Conditions

6.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon ten (10) calendar days' written notice to the CONTRACTOR; 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 ten (10) calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR's breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR's failure to cure the breach within that ten (10) day time period; 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. The CONTRACTOR may terminate this Agreement upon thirty (30) days' written notice to the COUNTY if the COUNTY fails to pay the CONTRACTOR pursuant to the terms of this Agreement and the COUNTY fails to cure within thirty (30) days after receipt of the CONTRACTOR's notice.

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 and the CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

6.2 **Assignment of Agreement.** This Agreement may not be assigned except with the written consent of the COUNTY's Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated in this Agreement, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

6.3 Insurance.

A. The CONTRACTOR shall 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 CONTRACTOR against any and all claims, demands, or causes of action

whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by the CONTRACTOR to the COUNTY and Procurement Services Director within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure the CONTRACTOR is 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 following minimum limits and coverage:

Combined Single Limit	\$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.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

- (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 insurance 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, must be named as an additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the RSQ number in the Description of Operations section of the Certificate.

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

CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

D. The CONTRACTOR must provide a copy to the COUNTY's 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. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

E. 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.

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 must appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer must reduce or eliminate such self-insured retentions; or the CONTRACTOR 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 CONTRACTOR and subcontractor providing such insurance.

I. The CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor'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 this Agreement for default.

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

6.4 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees to indemnify, and hold the COUNTY, its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR's duties as set forth in this Agreement.

6.5 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will 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 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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

6.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, 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.

6.8 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.9 Retaining Other Contractors. Nothing in this Agreement will 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 CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided in this Agreement.

6.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.12 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR 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 CONTRACTOR 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. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR 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 CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'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 CONTRACTOR.

6.13 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor 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 CONTRACTOR's office or facility. The CONTRACTOR shall maintain all documents relating to this Agreement for not less than **five (5) complete calendar years** after the Service has been completed or terminated, or in accordance with any grant requirements or Federal law, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall 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. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR must expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable for the COUNTY's use which may include publishing in the COUNTY's documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. 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.
3. 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 this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the

CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SUSAN DUGAN, AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT SDUGAN@LAKECOUNTYFL.GOV.

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

6.14 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.15 License. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement.

6.16 Health Information Confidentiality. The CONTRACTOR shall not use or disclose health information obtained from the COUNTY's group health plan (currently administered by Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue, contract number 06-088A, available at https://www.lakecountyfl.gov/offices/procurement_services/term_and_supply.aspx) in a manner inconsistent with the conditions in the COUNTY's agreement with the group health plan. The COUNTY will provide the CONTRACTOR with the applicable group health plan agreement upon request.

The CONTRACTOR shall execute the Business Associate Agreement, attached as **Attachment D**, 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.

If the CONTRACTOR 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 CONTRACTOR shall only use or disclose that information pursuant to the SAMHSA regulations.

The CONTRACTOR 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 CONTRACTOR has failed to comply with laws, rules, and regulations governing confidential health information, the COUNTY may terminate this Agreement for cause.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The CONTRACTOR hereby waives its right to a jury trial for any action arising from this Agreement.

7.2 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 of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

7.5 The failure of any party 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 of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement the CONTRACTOR 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 the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

7.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or 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. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.10 With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated in this Agreement with the exception of the change in agency name. In addition, although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract

prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY departments.

7.11 The CONTRACTOR will be the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors may be made without consent of the COUNTY. The CONTRACTOR will be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

7.12 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law.

7.13 The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

If to the CONTRACTOR:

Thomas J. Veale
100 Oceangate, Suite 700
Long Beach, California 90802

If to the COUNTY:

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

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

Article 8. Scope of Agreement

8.1 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.

8.2 This Agreement contains the following Attachments, all of which are incorporated in this Agreement:

Attachment A	Scope of Services
Attachment B	Addendum
Attachment C	Pricing
Attachment D	HIPAA Business Associate Agreement

{Remainder of page intentionally left blank.}

Agreement Between Lake County, Florida and TRISTAR Risk Enterprise Management, Inc. for Third Party Administrator for Worker's Compensation and Employer's Liability; RFP #18-0016

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

TRISTAR RISK ENTERPRISE MANAGEMENT, INC.

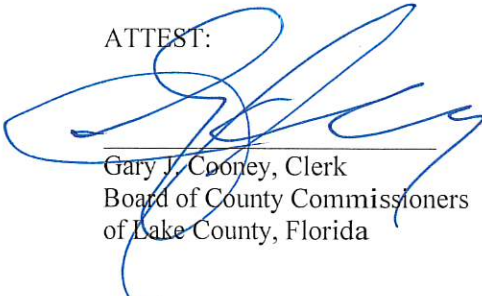

Denise L. Cotter, Secretary

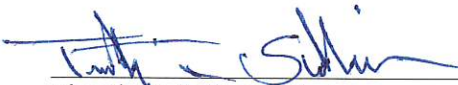
This 31 day of July 2018, 2018.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida


Timothy I. Sullivan, Chairman

This 1 day of August, 2018.

Approved as to form and legality:


Melanie Marsh, County Attorney

ATTACHMENT A: SCOPE OF SERVICES

SECTION 2 – SCOPE OF SERVICES

RFP Number: 18-0016

SCOPE OF SERVICES

Provide Third Party Administrative Services for Workers Compensation and Employer's Liability including but, not limited to the following:

- Section 2.1** Responsible for all claims reported with a date of accident on or after October 1, 2018, 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. Proposer will indicate in the proposal if there is any fee for conversion of data or transfer of claim files from the previous TPA.
- Section 2.2** Administer workers' compensation benefits in accordance with established practice parameters and protocols of treatment as provided for in Chapter 440, Florida Statutes.
- Section 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.
- Section 2.4** Monitor treatment programs for injured employees to ensure that they receive proper care and to avoid over treatment situations.
- Section 2.5** Meet state law utilization review guidelines and standards.
- Section 2.6** Establish claim reserves and provide a continual review and update of reserves to reflect changes during the life of the claim.
- Section 2.7** As necessary complete AWW, 13-week salary computations, Medicare set-aside projections and other W/C indemnity payments.
- Section 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, procedures.
- Section 2.9** Acknowledge Lake County HR staff inquiries within same workday, and provide an update on forecasted issue resolution timeframe.
- Section 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.
- Section 2.11** Maintain accurate and timely loss runs in a format and system acceptable to the County and required by law.
- Section 2.12** The County will select defense and subrogation counsel.
- Section 2.13** The 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.

- Section 2.14** The 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.
- Section 2.15** Recommend special, outside investigations for questionable claims with the coordination and assistance of the County.
- Section 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.
- Section 2.17** The 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.
- Section 2.18** Provide viewing and reporting access to the TPA's online claims tracking system.
- Section 2.19 Closing of Claims**
- All claims files remain the property of the County and will not be disposed of without the County's prior authorization.
 - Close files that meet closing criteria in a timely manner.
- Section 2.20 Additional Services**
- 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.
 - 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.
 - Prepare the Public Entities Self-Insured Annual Report, and any additional reports required by Federal or State law (e.g., OSHA 300 Log).
 - Prepare DFS-F2-SI-17 Reports for submission to State of Florida.
 - Coordinate with and report all claims meeting the County's excess insurance carrier's reporting criteria as established by the excess insurance carrier.
 - Demonstrate knowledge of an Early Return to Work Program.
 - Provide onsite education programs for employees on selected safety topics.
 - Access and assignment of nurse advocates to case after approval by County.
- Section 2.21 Medical Cost Control**
- Provide analysis and strategies for medical service/facility cost savings resulting from your Preferred Provider Network or other services.
 - Employ strategies for cost savings due to TPA operation or contracted bill review activities.
- Section 2.22 Litigation**
- Discuss strategies for medical cost control on litigated claims with the County before allowing defense counsel to select a physician.

SECTION 2 – SCOPE OF SERVICES

RFP Number: 18-0016

- Closely monitor litigation efforts and communicate regularly with the County. The County must authorize all depositions and investigations.
- The County must approve settlement authority on all claims.
- 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.
- Establish controls and procedures to manage and contain claim defense costs.

Additional Services

The CONTRACTOR shall:

- Use its signer on the account;
- Remedy overpayments and payments made in error;
- Use the bank selected by the COUNTY as the draw account owned and funded by the COUNTY;
- Write checks and send positive pay files to the bank;
- Weekly provide the COUNTY with a check register for all checks issued for the applicable week;
- Secure W9s for payees and 1099s in accordance with applicable Internal Revenue Service regulations;
- Comply with the State of Florida's unclaimed property regulations and remit unclaimed property to the State of Florida in accordance with any applicable deadlines; and
- Provide the COUNTY with a bank reconciliation and list of outstanding checks no later than the tenth (10th) day after the end of each month.

ATTACHMENT B: ADDENDUM



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 1

Date: May 24, 2018

RFP 18-0016

RFP Title:

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with their response by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of proposals.

1. **Can companies from Outside USA apply for this RFP?** It would not be feasible for companies outside of the USA to meet the in person/on-site meeting requirement.
2. **Are companies required to come to Lake County for meetings?** Yes
3. **Can the tasks (related to the RFP) be performed outside the USA?** It would not be feasible for companies outside of the USA to meet the in person/on-site meeting requirement of the RFP.
4. **Can the proposals be submitted via e-mail.** No, per the RFP.
5. **Provide a copy of the current TPA contract for all lines covered in the RFP.** The current contract may be obtained from:
https://www.lakecountyfl.gov/procurementdocuments/term-supply_contracts/13-0026.pdf
6. **Provide the number and paid medical for Lost time medical only and report only claims for contract years 2013, 2014, 2015, 2016.** I have added three actuarial reports and a loss run statement for your information which may be obtained at:
http://bcenet.co.lake.fl.us/lakegov_tools/procurement/bids/add_documents.aspx?bid_number=18-0016
7. **Provide the number and paid amounts for Auto Liability and Auto Liability PD for contract years 2013 – 2016.** See answer to question number 6.

8. Provide the number and paid amounts for General Liability and General Liability PD for contract years 2013 – 2016. See answer to question number 6.

9. Provide the number and paid amounts for Property and E&O for contract years 2013 – 2016. See answer to question number 6.

10. Will the new TPA be responsible for Takeover Claims? If so, please provide the estimated number of takeover claims for LT, MO, Auto-BI, Auto –Liability, GL-BI, GL-PD, Property and E&O? New TPA will be responsible for takeover claims. Please refer to experience list for open claims.

11. Is the County interested in Risk Control services? If so, how would the County like to see the fee structure? Per hour? Flat fee? Yes, we are interested in Risk control services. Please provide a list of services and associated fees.

12. Provide the payroll by department for the contract years 2013 – 2016. See answer to question to number 6.

13. Is the current TPA not providing a service that the county is seeking? If so, please describe. The current TPA provides all services well. Contract is up and RFP is required.

14. Provide the SIR or policy deductible for the property program? Casualty SIR is \$50,000 and property SIR is \$100,000.

15. Who is the current Third Party Administrator for the County? Relation Insurance

16. Who is utilized as the current Bill Review/PPO Provider? We need more information to answer, this question is not clear. We are a self-insured Medical plan that is administered through FloridaBlue.

17. Who is the Pharmacy Benefit Manager? Pharmacy for workers' compensation is handled through Relation Insurance.

18. Is there a Return to Work program currently in place? All employees on W/C are put on Light Duty when possible.

19. Are there any telephonic nurse case managers assigned to your claims? Yes, as needed

20. Can you clarify that the County is looking for TPA for both areas? Yes, both services and will give preference to those proposals that provide both. Our current TPA provides a State Certified Adjuster that provides support in resolving Bodily Injury and Property Liability claims that are above our self-insured retention or have legal representation.

21. Will the County accept a WC proposal only? Yes, see answer to question number 20 above.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

ATTACHMENT C: PRICING

Provide proposed fees. Be sure to include any fees (by adding additional lines) related to implementation, transitioning from existing provider, or any other fees that will be billed for any Workers' Compensation Service. It is understood that quoted fees will be for the duration of the initial contract period of 36 months.

Workers' Compensation Claims	Fee per Claim	Explanation (if required)
(New) Workers' Compensation Claims		
Record Only	\$0	
Medical Only	\$140	
Indemnity	\$810	
Transition from Medical to Indemnity	\$660	
(Open) Workers' Compensation Claims		
Medical Only	\$0	
Indemnity	\$0	

Employer's Liability Claims	Fee per Claim	Explanation (if required)
(New) General Liability Claim		
Bodily Injury	\$745	
Personal Injury	\$745	
Property Damage	\$430	
Medical Payment	\$295	
(Open) General Liability Claim		
Bodily Injury	\$325	
Personal Injury	\$325	
Property Damage	\$125	

(New) Automobile Liability Claim		
Bodily Injury/Property Damage	\$805	
Physical Damage	\$305	
(Open) Automobile Liability Claim		
Bodily Injury/Property Damage	\$400	
Physical Damage	\$150	

(New) Public Official Liability Claim		
Public Official Liability	\$745	
Employment Practice Liability	\$745	
(Open) Public Official Liability Claim		
Public Official Liability	\$325	
Employment Practice Liability	\$325	

(New) Professional Liability Claim		
Professional Liability	\$745	

(Open) Professional Liability Claim		
Professional Liability	\$400	

(New) Property Claim		
Buildings	\$595	
Personal Property	\$595	
(Open) Property Claim		
Buildings	\$275	
Personal Property	\$275	

Other Services	Fee	Explanation (if required)
Systems – Interface and Reporting	\$0.00	County access to system up to 3 users.
Standard Reports	\$0.00	
Loss Control Services – Expenses (if required)	\$75.00	Per hour
Rehabilitation Services – Expenses (if required)	\$100.00	Per hour
Conversion fee for data or transfer of claim files from the previous third party administrator	\$150.00	Per hour not to exceed \$8,000. Includes handling of all open claims as of 10/1/2018
Medical Bill Fee Scheduling (Option A)	\$1.50	Per Line for all bills (4-line minimum)
Medical Bill Fee Scheduling (Option B)		
Telephonic Nurse Case Management	\$90.00	Per hour
On-site training charges Be sure to include fees related to facilitation, travel, per diem, materials, etc.	\$75.00	Per hour plus mileage at IRS rate.

Performance Guarantees	Target	Penalty
1. Implementation timeline complete by 10/1/2018	10/1/2018	One-half of one percent of total Annual fee.
2. Monthly Billing and Reports	7 th day of the Month	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 our 24/7 Call Center	TRISTAR will reimburse the County for our failure to comply 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	1 Business day for set up, notification, and turnaround time.	1% of per claim fee.

• HR staff notification of denied claims		
Performance Guarantees	Target	Penalty
5. Provide Account Management Reports - Monthly	7 th of the Month	1% of Monthly fees.
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 statutory laws or admin regulations

ATTACHMENT D

HIPAA SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into 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, a Florida not for profit corporation (“Business Associate”) and TRISTAR Risk Enterprise Management, Inc., a Delaware corporation (“Subcontractor”) in order to comply with the Privacy Rule, Security Rule and HITECH Act, as defined below. 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 Health Record.** “Electronic Health Record” will have the same meaning as the term in Section 13400 of the HITECH Act.
- g. **Health Care Operations.** “Health Care Operations” will have the same meaning as the term “health care operations” in 45 CFR §164.501.
- h. **HIPAA Rules.** “HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- i. **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.
- j. **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).
- k. **Minimum Necessary.** “Minimum Necessary” will mean the Privacy Rule Standards found at 45 CFR §164.502(b) and 45 CFR §164.514(d)(1).

l. **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.

m. **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 Subcontractor on behalf of Business Associate.

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

o. **Secretary.** "Secretary" will mean the Secretary of the Department of Health and Human Services or his or her designee.

p. **Security Incident.** "Security Incident" will have the same meaning as the term "Security Incident" in 45 CFR §164.304.

q. **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.

r. **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.

s. **Subject Matter.** "Subject Matter" will mean compliance with the HIPAA Rules and with the HITECH Act.

t. **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.

u. **Use.** "Use" will have the same meaning as the term "Use" in 45 CFR §164.103.

2. Obligations and Activities of Subcontractor.

a. Subcontractor agrees to not Use or Disclose PHI other than as permitted or required by this Agreement or as Required By Law.

b. Subcontractor agrees to use appropriate safeguards to prevent the Use or Disclosure of PHI other than as provided for by this Agreement. Subcontractor further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI, as provided for in the Security Rule and as mandated by Section 13401 of the HITECH Act.

c. Subcontractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a Use or Disclosure of PHI by Subcontractor in violation of the requirements of this Agreement. Subcontractor further agrees to report to Business Associate 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. Subcontractor agrees to report to Business Associate 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 Subcontractor becomes aware.

e. If the Breach, as discussed in paragraph 2(d), pertains to Unsecured PHI, then Subcontractor agrees to report any such data Breach to Business Associate within ten (10) business days of discovery of the Breach; all other compromises, or attempted compromises, of PHI must be reported to Business Associate within twenty (20) business days of discovery. Subcontractor further agrees, consistent with Section 13402 of the HITECH Act, to provide Business Associate with information necessary for Business Associate to meet the requirements of the HITECH Act, and in a manner and format to be specified by Business Associate.

f. If Subcontractor is an Agent of Business Associate, then Subcontractor agrees that any Breach of Unsecured PHI will be reported to Business Associate *immediately* after the Subcontractor becomes aware of the Breach, and under no circumstances later than one (1) business day after the Breach. Subcontractor 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 Business Associate within ten (10) business days of discovering the compromise, or attempted compromise.

g. Subcontractor agrees to ensure that any Subcontractor, to whom Subcontractor provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to Subcontractor with respect to such information. Subcontractor 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 Subcontractor may only provide the Subcontractors PHI consistent with Section 13405(b) of the HITECH Act. Further, Subcontractor agrees to provide copies of the written agreements to Business Associate within ten (10) business days of a Business Associate's request for the written agreements.

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

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

j. Unless otherwise protected or prohibited from discovery or disclosure by law, Subcontractor 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 Business Associate or to the Secretary for purposes of the Secretary determining Business Associate's compliance with the HIPAA Rules and the HITECH Act. Subcontractor further agrees, at the request of Business Associate, to provide Business Associate with demonstrable evidence that its Compliance Information ensures Subcontractor's compliance with this Agreement over time.

Subcontractor 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 Subcontractor's receipt of such request, unless otherwise designated by the Secretary.

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

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

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

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

o. Subcontractor must honor all restrictions consistent with 45 C.F.R. §164.522 that the Business Associate or the Individual makes the Subcontractor 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.

3. Permitted Uses and Disclosures by Subcontractor.

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

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

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

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

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

4. Obligations and Activities of Business Associate.

a. Business Associate shall notify Subcontractor of the provisions and any limitations in its notice of privacy practices of Business Associate in accordance with 45 CFR §164.520, to the extent that such provisions and limitations may affect Subcontractor's Use or Disclosure of PHI.

b. Business Associate shall notify Subcontractor 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 Subcontractor's use or disclosure of PHI.

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

d. Business Associate shall notify Subcontractor 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 Subcontractor's Use or Disclosure of PHI.

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

5. 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 Business Associate. Upon Business Associate's knowledge of a material breach of this Agreement by Subcontractor, Business Associate shall give Subcontractor written notice

of such breach and provide reasonable opportunity for Subcontractor to cure the breach or end the violation. Business Associate may terminate this Agreement, and Subcontractor agrees to such termination, if Subcontractor has breached a material term of this Agreement and does not cure the breach or cure is not possible.

c. Termination for Cause by Subcontractor. Upon Subcontractor's knowledge of a material breach of this Agreement by Business Associate, Subcontractor shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Subcontractor 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.

d. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Subcontractor shall **return all** PHI received from, or created or received by Subcontractor on behalf of Business Associate. This provision will also apply to PHI that is in the possession of Subcontractors of Subcontractor. Subcontractor shall not retain any copies of the PHI.

2. In the event that Subcontractor determines that returning the PHI is infeasible, Subcontractor shall provide to Business Associate, within ten (10) business days, notification of the conditions that make return infeasible. Upon such determination, Subcontractor 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 Subcontractor maintains such PHI.

6. Indemnification. Subcontractor will indemnify and hold harmless Business Associate and any Business Associate 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 Subcontractor or any of its subcontractors or persons under Subcontractor's control, or any violation of this Agreement by Subcontractor or any of its subcontractors or persons under Subcontractor'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 Business Associate and Subcontractor. Further, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Business Associate and Subcontractor 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 Subcontractor 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 Business Associate and Subcontractor 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 Business Associate and Subcontractor regarding this Subject Matter. It contains the entire Agreement between the parties. All other agreements entered into between Business Associate and Subcontractor, 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.

{Remainder of Page Intentionally Left Blank}

Subcontractor Business Associate Agreement Between Lake County, Florida and TRISTAR Risk Enterprise Management, Inc. for Worker's Compensation and Employer's Liability; RFP #18-0016.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Business Associate, through its Board of County Commissioners, signing by and through its Chairman, and by Subcontractor through its duly authorized representative.

SUBCONTRACTOR

TRISTAR RISK ENTERPRISE
MANAGEMENT, INC.



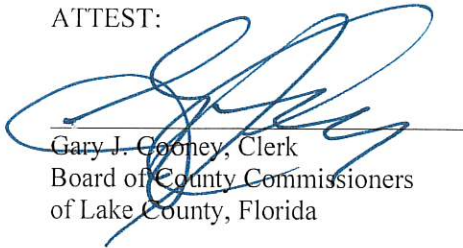
Denise L. Cotter, Secretary

This 31 day of July 2018, 2018.

BUSINESS ASSOCIATE

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:



Gary J. Gooney, Clerk
Board of County Commissioners
of Lake County, Florida



Timothy I. Sullivan, Chairman

This 17 day of August, 2018.

Approved as to form and legality:



Melanie Marsh
County Attorney