

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/24/2022

Contract/Lease Control #: C08-1608-RM

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: BLUE CROSS/BLUE SHIELD OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2023 W/AUTO RENEWALS

Description of: PROSHARE PLUS ACCOUNT DEPARTMENT

Department: RM

Department Monitor: BIRD

Monitor's Telephone #: 850-689-5978

Monitor's FAX # or E-mail: KBIRD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C08-1608-RM Tracking Number: 4619-24  
Procurement/Contractor/Lessee Name: BC/BS Grant Funded: YES \_\_\_ NO   
Purpose: Proshare Accounty Agent  
Date/Term: 9-30-22 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: various 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: RM Dept. Monitor Name: Bird

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
W/oh Date: 6-2-2022  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: NO federal bids Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**  
Approved as written: see email attached Date: 6-2-22  
\_\_\_\_\_  
Risk Manager or designee Kristina LoFria

**County Attorney Review**  
Approved as written: see email attached Date: 6-21-22  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Tuesday, June 21, 2022 11:05 AM  
**To:** DeRita Mason  
**Subject:** Re: Okaloosa - FL Blue Renewal

Thanks DeRita. These are approved.

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**From:** DeRita Mason  
**Sent:** Friday, June 17, 2022 11:05 AM  
**To:** Lynn Hoshihara  
**Subject:** FW: Okaloosa - FL Blue Renewal

Lynn,  
Please see comment from Risk below on your question.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

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**From:** Kelly Bird <[kbird@myokaloosa.com](mailto:kbird@myokaloosa.com)>  
**Sent:** Friday, June 17, 2022 9:29 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** RE: Okaloosa - FL Blue Renewal

This is the way the contract works. It's a carrot and stick to get you to stay with Blue if you want your rebate. We have tried without success in the past.

## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Thursday, June 2, 2022 4:14 PM  
**To:** DeRita Mason  
**Subject:** RE: Okaloosa - FL Blue Renewal

DeRita,

Good afternoon, this is approved by Risk.

Thank You

*Kristy LoFria*

Okaloosa County BOCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:*

<http://www.myokaloosa.com/wellness>

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, June 2, 2022 2:11 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Kristina LoFria <[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)>  
**Subject:** FW: Okaloosa - FL Blue Renewal

Good afternoon,

**BlueCross BlueShield Of Florida, Inc.**

**Annual Accounting & Retention Agreement**

This is an agreement (hereinafter "Agreement") between Blue Cross Blue Shield of Florida, Inc. (hereinafter referred to as "Florida Blue"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and Okaloosa County Board of County Commissioners, (hereinafter "the Group") located at 302 N Wilson Street, Suite 301, Crestview, FL 32536.

**WHEREAS**, the Group requests Florida Blue to provide a Point-of-Service insurance program, (hereinafter jointly referred to as GHP "the Group Health Plan") to its employees and their covered dependents (hereinafter "Group Member(s)"); and

**WHEREAS**, each of the parties to this Agreement seeks to set forth in writing the terms and conditions of their Agreement,

**NOW THEREFORE**, for good and valuable consideration, the parties agree to these terms and conditions:

**I. TERM**

The term of this Agreement shall begin on October 1, 2022, (the Effective Date) and shall end on September 30, 2024, (the Termination Date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

**II. BENEFIT PLAN**

Florida Blue will pay benefits to all eligible Group Members in accordance with the provisions of this agreement and the GHP.

**III. PREMIUM PAYMENTS**

The Premium Rates, Prepayment Fees and Supplemental Charges for the GHP are payable in advance to Florida Blue at the address set forth above. The premiums for the program are set forth in Exhibit A.

CONTRACT: C08-1608-RM  
BLUE CROSS/BLUE SHIELD OF FLORIDA  
PROSHARE PLUS ACCOUNT DEPARTMENT  
EXPIRES: 09/30/2023 W/AUTO RENEWALS

#### **IV. ANNUAL ACCOUNTING**

- A) Within one hundred twenty (120) days after each anniversary of this Agreement, BCBSF shall prepare and furnish to the Group an accounting of such year's operations.
- B) This accounting shall include operations under all coverages of the Program and shall set forth the following:
  - a. Earned Premium
  - b. Incurred Claims (less claims in excess of the pooling level)
  - c. Pooled Claim Charges
  - d. Administrative Charges
- C) If Earned Premium is greater than the sum of Incurred Claims (less claims in excess of the pooling level), Pooled Claim Charges and Administrative Charges, 100% of this excess will be returned to the Group, less any prior period deficit. However, if the group cancels prior to January 31, 2025, any such excess will not be available for return to the Group.
- D) If Earned Premium is less than the sum of Incurred Claims (less claims in excess of the pooling level), Pooled Claim Charges and Administrative Charges, the deficit will be retained by Florida Blue.

#### **V. TERMINATION**

This agreement may be terminated at any anniversary of the effective date by either party by giving the other party at least forty-five (45) days prior written notice of such termination.

#### **VI. MODIFICATION OF RATES**

Rates for the first twelve (12) months of this Agreement will remain in effect, as set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by Florida Blue. Thereafter, all rates set forth in Exhibit A of this Agreement or subsequent contract periods are subject to change by Florida Blue at any time following at least forty-five (45) days prior written notice to the Group.

The renewal rates for the period October 1, 2023 through September 30, 2024, will be set forth and presented to the Group on a revised Exhibit A.

All other provisions of this Agreement shall remain in effect without modification.

## **VII. LATE PAYMENT/CHARGE**

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to Florida Blue up to ten (10) days after such due date without a late payment charge. Payments received by Florida Blue eleven (11) to thirty-one (31) days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to Florida Blue immediately upon receipt of the notice of such charge.

In the event any charge under this Agreement is not paid, in full, by the Group to Florida Blue within thirty-one (31) days after the applicable due date, this Agreement will automatically terminate as of the applicable due date. In the event this Agreement terminates retrospectively for any reason, the Group shall be liable, in addition to all other liabilities set forth in this Agreement, for any claim(s) paid by Florida Blue that were incurred after the termination date.

All payments due for charges during the Agreement period must be received by Florida Blue in order for the Group to share in any excess.

## **VIII. RENEWAL**

This Agreement does not automatically renew or extend upon completion of the term of the Agreement. A revised Exhibit A for subsequent periods after the initial period showing renewal rates, administrative charge and pooling charge for such subsequent period will be provided to the Group after renewal for each subsequent period within the term of the Agreement. Any revised Exhibit A does not represent a renewal or extension of the original term of the Agreement.

## **IX. INCONSISTENCIES**

If the provisions of this Agreement are, in any way, inconsistent with the provisions of the Benefit Contract(s), then the provisions of this Agreement shall prevail, and the other provisions shall be deemed modified but only to the extent necessary to implement the intent of the parties expressed herein.

## **X. SURVIVAL**

The rights and obligations of the parties, as set forth herein, shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

## **XI. WAIVER OF BREACH**

The failure by either party, at any time, to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

## **XII. GOVERNING LAW**

This Agreement, and the rights of the parties hereunder, shall be construed according to the laws of the State of Florida.

## **XIII. SEVERABILITY**

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

## **XIV. AMENDMENT**

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that Florida Blue may make changes necessary to comply with State and Federal laws upon sixty days' notice to the Group.

## **XV. ENTIRE AGREEMENT**

This Agreement, including its Exhibits, the application(s) for coverage, and the Benefit Contract(s) constitute the entire Agreement between the Group and Florida Blue. Any prior agreements, promises, or representations, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, are of no force or effect.

## **XVI. NOTICES**

Any notice, required or permitted under this Agreement, shall be deemed given if hand delivered or if mailed by United States mail, or an overnight mail service (e.g., Federal Express), postage prepaid, to the applicable address as set forth above or to such other address as a party may designate, in writing, to the other party. Such notice shall be deemed effective as of the date so deposited or delivered.





**EXHIBIT A  
TO THE  
ANNUAL ACCOUNTING AND RETENTION AGREEMENT  
WITH  
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
GROUP NO. 41954**

**A. Premium rates effective: October 1, 2022 through September 30, 2023**

	<b>BO 05770 NSTD RX \$15/\$50/\$80</b>	<b>BO 05781 NSTD RX \$15/\$60/\$80</b>	<b>H.S.A. 05192/05193 NSTD RX IN CYD, \$15/\$60/\$100</b>
<b>SINGLE</b>	<b>\$1,304.35</b>	<b>\$1,124.54</b>	<b>\$840.15</b>
<b>FAMILY</b>	<b>\$1,990.85</b>	<b>\$1,716.43</b>	<b>\$1,282.35</b>

**B. Administrative charges effective: October 1, 2022 through September 30, 2023**

**9.96% of earned premium**

**C. Pooling effective: October 1, 2022 through September 30, 2023**

- 1. Pooling Level: \$240,000 Per Individual**
- 2. Pooling Charges: 5.81% of earned premium**

***BlueCross BlueShield Of Florida, Inc.***

***Annual Accounting & Retention Agreement***

This is an agreement (hereinafter "Agreement") between Blue Cross Blue Shield of Florida, Inc. (hereinafter referred to as "Florida Blue"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and Okaloosa County Board of County Commissioners, (hereinafter "the Group") located at 302 N Wilson Street, Suite 301, Crestview, FL 32536.

**WHEREAS**, the Group requests Florida Blue to provide a Point-of-Service insurance program, (hereinafter jointly referred to as GHP "the Group Health Plan") to its employees and their covered dependents (hereinafter "Group Member(s)"); and

**WHEREAS**, each of the parties to this Agreement seeks to set forth in writing the terms and conditions of their Agreement,

**NOW THEREFORE**, for good and valuable consideration, the parties agree to these terms and conditions:

**I. TERM**

The term of this Agreement shall begin on October 1, 2021, (the Effective Date) and shall end on September 30, 2022, (the Termination Date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

**II. BENEFIT PLAN**

Florida Blue will pay benefits to all eligible Group Members in accordance with the provisions of this agreement and the GHP.

**III. PREMIUM PAYMENTS**

The Premium Rates, Prepayment Fees and Supplemental Charges for the GHP are payable in advance to Florida Blue at the address set forth above. The premiums for the program are set forth in Exhibit A.

#### **IV. ANNUAL ACCOUNTING**

- A) Within one hundred twenty (120) days after each anniversary of this Agreement, BCBSF shall prepare and furnish to the Group an accounting of such year's operations.
- B) This accounting shall include operations under all coverages of the Program and shall set forth the following:
  - a. Earned Premium
  - b. Incurred Claims (less claims in excess of the pooling level)
  - c. Pooled Claim Charges
  - d. Administrative Charges
- C) If Earned Premium is greater than the sum of Incurred Claims (less claims in excess of the pooling level), Pooled Claim Charges and Administrative Charges, 100% of this excess will be returned to the Group, less any prior period deficit. We guarantee an amount payable of \$250,000 for 10/1/2021 through 9/30/2022. However, if the group cancels prior to January 31, 2023, any such excess will not be available for return to the Group.
- D) If Earned Premium is less than the sum of Incurred Claims (less claims in excess of the pooling level), Pooled Claim Charges and Administrative Charges, the deficit will be retained by Florida Blue.

#### **V. TERMINATION**

This agreement may be terminated at any anniversary of the effective date by either party by giving the other party at least forty-five (45) days prior written notice of such termination.

#### **VI. MODIFICATION OF RATES**

Rates for the first twelve (12) months of this Agreement will remain in effect, as set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by Florida Blue. Thereafter, all rates set forth in Exhibit A of this Agreement or subsequent contract periods are subject to change by Florida Blue at any time following at least forty-five (45) days prior written notice to the Group.

All other provisions of this Agreement shall remain in effect without modification.

## **VII. LATE PAYMENT/CHARGE**

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to Florida Blue up to ten (10) days after such due date without a late payment charge. Payments received by Florida Blue eleven (11) to thirty-one (31) days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to Florida Blue immediately upon receipt of the notice of such charge.

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All payments due for charges during the Agreement period must be received by Florida Blue in order for the Group to share in any excess.

## **VIII. RENEWAL**

This Agreement does not automatically renew or extend upon completion of the term of the Agreement. A revised Exhibit A for subsequent periods after the initial period showing renewal rates, administrative charge and pooling charge for such subsequent period will be provided to the Group after renewal for each subsequent period within the term of the Agreement. Any revised Exhibit A does not represent a renewal or extension of the original term of the Agreement.

## **IX. INCONSISTENCIES**

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#### **XII. GOVERNING LAW**

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	<b>BO 05770 NSTD RX \$15/\$50/\$80</b>	<b>BO 05781 NSTD RX \$15/\$60/\$80</b>	<b>H.S.A. 05192/05193 NSTD RX IN CYD, \$15/\$60/\$100</b>
<b>SINGLE</b>	<b>\$1,423.03</b>	<b>\$1,226.86</b>	<b>\$916.59</b>
<b>FAMILY</b>	<b>\$2,171.99</b>	<b>\$1,872.61</b>	<b>\$1,399.03</b>

**B. Administrative charges effective: October 1, 2021 through September 30, 2022**

**10.35% of earned premium**

**C. Pooling effective: October 1, 2021 through September 30, 2022**

- 1. Pooling Level: \$240,000 Per Individual**
- 2. Pooling Charges: 5.23% of earned premium**