

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on August 9, 2011 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and Sumter County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2003 is amended as follows:

1. Section I, subsection 1.1 is hereby amended to extend d the term of the Group Health Plan until September 30, 2014, unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2011. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Exhibit C-2, "Confidentiality and Indemnity Agreement" is hereby added to this Agreement, effective October 1, 2011 and does not replace any existing Confidentiality and Indemnity Agreement.
4. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

By: _____

Title: _____

Title: Chairman

Date: _____

Date: August 9, 2011

EXHIBIT "B"

**to the
ADMINISTRATIVE SERVICES AGREEMENT
between**

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

**and
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

FINANCIAL ARRANGEMENTS

I. **Effective Date**

The effective date of this Exhibit is October 1, 2011.

II. **Monthly Payments.**

A. Each month, BCBSF will notify the Employer of the amount due to satisfy the previous month's paid claims liability. BCBSF also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by BCBSF by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.

B. The Employer agrees to pay to BCBSF, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to BCBSF, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by BCBSF by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.

III. **Funding Information**

A. Method of Funding Transfer: Wire

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$51.90 per enrolled employee per month from October 1, 2011 through September 30, 2012

\$53.46 per enrolled employee per month from October 1, 2012 through September 30, 2014

B. Administrative fees after the termination of the Agreement: 15 % of claims paid after termination date.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of: Single - 417 and Family - 460.

B. If the actual enrollment is materially different from this expected enrollment, BCBSF reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

EXHIBIT "C-2"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
and
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIDENTIALITY AND INDEMNITY AGREEMENT

This Agreement, effective October 1, 2011 is entered into between Blue Cross and Blue Shield of Florida, Inc. (hereinafter "Administrator"), and Sumter County Board of County Commissioners (hereinafter "Employer") and Willis (hereinafter "Agent of Record").

WHEREAS, Employer has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Administrator and Employer have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, Employer has directed Administrator to provide Agent of Record access to certain Confidential Information (hereinafter defined) for cases which meet the criteria set forth in attached Exhibit 1, which Employer has determined is necessary for Agent of Record to perform the certain services for the Employer; and

WHEREAS, Administrator desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents and to safeguard information regarding Administrator's policies and procedures which are regarded as confidential and proprietary; and

WHEREAS, Employer and Agent of Record recognize the legitimate interests of Administrator and the individuals whose health benefits are administered by Administrator in the proprietary, confidential, and private nature of such Confidential Information, and Administrator is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Agent of Record learns or becomes aware of, directly or indirectly, through the disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.

- Medical claim record information concerning individuals covered under the Plan,
 - Administrator's provider contract information, e.g., allowances, fee schedules, etc., and
 - any other information designated in writing by Administrator as confidential, trade secret, or proprietary.
2. Agent of Record shall only request, use and disclose the minimum amount of Confidential Information necessary for Agent of Record to perform the services for Employer.
 3. Confidential Information shall not include information that (i) is already known to Agent of Record on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer, Agent of Record, or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer, Agent of Record; (iii) is lawfully received by Agent of Record from a third party that Agent of Record has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Agent of Record without use of Confidential Information.
 4. Subject to applicable laws, Administrator will release to Agent of Record certain Confidential Information for purposes of: 1) monitoring designated cases for which reinsurance coverage may be available to Employer; and/or 2) auditing claims payments made by Administrator; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement, and Agent of Record are in compliance with all other terms and conditions of this Agreement.
 5. Agent of Record acknowledge that Administrator will provide Confidential Information to Agent of Record in confidence and solely for Agent of Record's use in performing the services for Employer. Accordingly, Agent of Record agree (i) to protect any and all Confidential Information Agent of Record receives from unauthorized access, use and disclosure; (ii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iii) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (iv) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Agent of Record's Related Parties, except as expressly provided herein or with Administrator's prior written consent; (v) to limit access to and use of the Confidential Information to those of Agent of Record's employees who have a need to know such information for the purpose of performing the services and have acknowledged, in a writing which will be made available to Administrator upon request, their individual agreement to the terms hereof; and (vi) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent Agent of Record maintains the confidentiality of its most proprietary and confidential information.
 6. Agent of Record shall ensure that its agents, contractors and vendors to whom it discloses Confidential Information agree to abide by those provisions within this Agreement that govern the use, disclosure, and protection of all Confidential Information obtained from

Administrator. This provision shall not be construed to permit any delegation or assignment of Agent of Record's obligations otherwise prohibited by this Agreement.

7. Agent of Record shall promptly report in writing to Administrator any use or disclosure of Confidential Information not provided for under this Agreement, of which Agent of Record becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Agent of Record shall mitigate, to the extent practicable, any harmful effect that is known to Agent of Record of a use or disclosure of Confidential Information by Agent of Record in violation of this Agreement.
8. Agent of Record may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Agent of Record will provide Administrator with immediate written notice of any request that Agent of Record disclose Confidential Information, so that Administrator may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Agent of Record shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Agent of Record disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.
9. By disclosing Confidential Information to Agent of Record under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Administrator grants Agent of Record no ownership right or interest in the Confidential Information. When Agent of Record no longer needs Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Agent of Record shall collect and return to Administrator or destroy all Confidential Information received from or on behalf of Administrator that Agent of Record has in its control or custody in any form and shall retain no copies of such information. Agent of Record shall complete these obligations as promptly as possible. Upon request, an authorized officer of Agent of Record shall certify on oath to Administrator that all Confidential Information has been returned or destroyed and deliver such certification to Administrator within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Agent of Record shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Agent of Record retains such Confidential Information. Agent of Record may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.
10. In the event that Agent of Record performs any of the services on Administrator's premises, Agent of Record agree not to remove from Administrator's premises any Confidential Information that is provided to or obtained by the Agent of Record on such premises, without the prior written consent of Administrator.
11. In any report or transmittal to Employer by Agent of Record that contains or pertains to oral or written Confidential Information, no medical information or dates of service will be identifiably attributed to any particular employee, dependent, or provider.

Furthermore, any such report or transmittal shall not contain any information designated by Administrator as confidential, trade secret, or proprietary.

12. As the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA-AS) and certain of its implementing regulations (HIPAA-AS Regulations) are now effective, Employer and Agent of Record agree to institute any additional procedures and/or agreements required to ensure the parties' compliance with that law and those regulations. Employer represents and warrants that Employer (i) has amended each Plan's plan document to permit Employer to perform plan administration for the Plans (including the activity(ies) described in the recital clauses above) in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) of the HIPAA-AS Regulations ("HIPAA Amendment"); (ii) has delivered to each Plan and Administrator a written statement, certifying its amendment of the Plan's plan document as required by the HIPAA-AS Regulations and its agreement to comply with that amendment; and (iii) has obtained each Plan's permission to receive individually identifiable health information from Administrator for the purposes and subject to the restrictions and protections described in the HIPAA Amendment. Agent of Record each agree to be bound, and to cause any agent or subcontractor to be bound, by the same restrictions and protections agreed to by Employer in the HIPAA Amendment with respect to any individually identifiable health information encompassed within the Confidential Information Agent of Record receives.
13. No health insurance records or information, or claims information, shall be disclosed without the prior written authorization of the individual whose records or information would be disclosed; provided, however, that Agent of Record may release information provided pursuant to this Agreement to subsidiaries of Agent of Record so long as any and all such subsidiaries agree to abide by all terms and conditions of this Agreement.
14. Employer and Agent of Record shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, concerning the handling and/or safekeeping of information and/or other records of the nature disclosed by Administrator hereunder and shall use such information only for proper and lawful purposes.
15. Employer and Agent of Record shall comply with all state and federal laws regulating the disclosure of patient records or private and medically sensitive information released pursuant to this Agreement, including without limitation, alcohol and drug abuse patient records, information relating to treatment of alcohol or drug dependency, HIV testing results, and psychological or psychiatric evaluation.
16. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Administrator and each of its officers, directors, employees, agents, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer or Agent of Record, including without limitation any Liability incurred as a result of any actual or alleged breach by Employer,

Agent of Record or any Related Parties of Employer, or Agent of Record of any applicable law, regulation, or other legal mandate or any provision of this Agreement.

17. Agent of Record agrees to indemnify, defend, and hold Administrator and Administrator's Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or in connection with any actual breach by Agent of Record or any of Agent of Record's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
18. Administrator shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.
19. Employer and Agent of Record acknowledge and agree that Administrator operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Administrator, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Administrator shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
20. It is understood and agreed that no failure or delay by Administrator in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
21. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
 - a. Termination of the Administrative Services Agreement.
 - b. If Administrator determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer or Agent of Record for confidentiality purposes.
 - c. Upon fifteen (15) days notice to Employer or Agent of Record, as appropriate. Such notice shall be given without need for cause.
 - d. Upon any attempt by Employer or Agent of Record (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Administrator.
 - e. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Administrator from

fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer or Agent of Record against Administrator in such event.

22. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
23. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.
24. This Agreement may not be assigned, nor any obligations delegated, by Employer and/or Agent of Record, without the prior written consent of Administrator, and any such non-permitted assignment or delegation shall be void.
25. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
26. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
27. The obligation of Employer and/or Agent of Record to protect the privacy of Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, the rights and obligations of the parties set forth in Sections 9, 11, 16 - 19 and of this paragraph 27 of this Agreement shall survive its expiration or termination.
28. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

EMPLOYER
SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

ADMINISTRATOR
BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By: _____

By: _____

Title: Chairman

Title: _____

Date: August 9, 2011

Date: _____

AGENT OF RECORD
WILLIS

By: _____

Title: _____

Date: _____

EXHIBIT 1

Administrator shall release confidential information to Agent of Record for cases which meet the following criteria:

There will be no restrictions for the release of confidential information to the Agent of Record.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT is entered into on June 8, 2010 by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and the Sumter County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2003 is amended as follows:

1. Section I, subsection 1.1 is hereby amended to extend the term of the Agreement until September 30, 2014, unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2010. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. It shall be understood by Administrator that Section V, subsection 5.2 of the Agreement shall only be effective against Employer to the extent allowed by the Constitution of the State of Florida and the sovereign immunity provisions of Section 768.28, Florida Statutes.
4. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By: *C. M. G. L.*
Title: *Vice President*

Date: *6/29/10*

SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: *[Signature]*
Title: *Chairman*

Date: *June 8, 2010*

ATTEST:
GLORIA HAYWARD
SUMTER COUNTY CLERK

[Signature]
Deputy Clerk

EXHIBIT "B"

to the
ADMINISTRATIVE SERVICES AGREEMENT
between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

FINANCIAL ARRANGEMENTS

I. Effective Date

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- A. Each month, BCBSF will notify the Employer of the amount due to satisfy the previous month's paid claims liability. BCBSF also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by BCBSF by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.
- B. The Employer agrees to pay to BCBSF, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to BCBSF, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by BCBSF by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.

III. Funding Information

- A. Method of Funding Transfer: Wire

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$53.90 per enrolled employee per month from October 1, 2010 through September 30, 2012

\$55.46 per enrolled employee per month from October 1, 2012 through September 30, 2014

B. Administrative fees after the termination of the Agreement: 15 % of claims paid after termination date.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of: Single - 417 and Family - 460.

B. If the actual enrollment is materially different from this expected enrollment, BCBSF reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.