HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, October 04, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 MEETING CALLED TO ORDER: Invitation to fill out "COMMENTS BY THE PUBLIC" forms.
Please silence all cell phones and devices.

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Proclamation of National 4-H Week in Highlands County*
Ashley H.K. Gill, County Extension Director and Highlands County 4-H County Council Officers
No fiscal impact.
Proclamation 2022 National 4H Week.pdf

6.B *Broadband Expansion Presentation by Glades Electric Cooperative.*
Jennifer Koukos, Chief Communications Officer, Glades Electric Cooperative, Inc.
service map
10-4-2022 GEC presentation to HCBCC.pdf

6.C *Interim County Administrator, Presentation of Years of Service Awards.*
Laney Stearns, Public Safety Director
Ingra Gardner, Community Services Director
Clinton Howerton, County Engineer
No fiscal impact
Service Award Bios presenting October 4.2022 attending.docx

6.D *Presentation on Florida's Reimagining Education and Career Help (REACH) Act Implementation*
Donna Doubleday, President/Chief Executive Officer, Career Source Heartland
REACH Act Implementation 10.4.22.pptx

6.E *Presentation of Employee of the Quarter for the 2nd Quarter of 2022*
Laurie Hurner, Acting County Administrator
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to approve authorizing the Property Appraiser to extend the 2022 ad valorem property tax roll prior to completion of the Valuation Adjustment Board Hearings.*
Laurie Hurner, Interim County Administrator
No fiscal impact
Laurie Hurner Extend Tax Roll 2022.pdf

8.B *Request consideration of Waiver of Fees for the Friends of Istokpoga Lake Association, Inc. for Rental of the Lorida Community Center for Fiscal Year 2022-2023.*
Lance Marine, Parks & Facilities Director
The fiscal impact would result in a loss of revenues to General Fund 005, account 3475300 of approximately $200.00.
2021-2022 Fees Waived.pdf
Friends of Istokpoga Lake Association FY 2023.pdf

8.C *Request approval of Amendment 4 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003.*
Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager

The fiscal impact to Fund 151 (Infrastructure Surtax) and the overall budget will be $930.00 as funding for this amendment is available in Project 18009 (CR623 From Haywood Taylor Blvd to Mini Ranch Rd), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT and was included in the FY 21/22 Adopted Budget, approved on September 21, 2021.
21-003 Amendment 4 CR 623 Remilling signed by EPI 09.20.pdf
CR 623 Kenilworth_Location Map.pdf

8.D *Request adoption of Resolution 22-23-01 for Budget Amendment 22-23-001 for project 22012 Memorial Trailhead PH II.*
Brandon Gunn, Projects Manager
The fiscal impact is a decrease of $200,000.00 from cost center 6102A account 56301Z Project Capital Infrastructure and an increase of $199,460.00 to cost center 6102A account 56300Z Project Improvements. Net Fiscal impact to Fund 151 (Infrastructure Surtax) is a decrease of $540.00.
22-23-001R Proj 22012 Memorial Trailhead PH II.pdf
22-23-001 Proj 22012 Memorial Trailhead PH II.pdf

8.E *Status Update on the National Pollutant Discharge Elimination System (NPDES) Phase II permitting efforts.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact.
Highlands County NPDES MS4 - Phase II Permit & 2021 Report.pdf

8.F *Request to sign Bill of Sale on previously approved trade in of the Landfill's John Deere 1050 Dozer, Asset LF321.*
Clinton Howerton Jr., P.E., County Engineer

The fiscal impact is a net decrease to Fund 401 (Solid Waste) and to the overall FY 22/23 budget in the amount of $47,386.00. The County, thru Dobbs Equipment, has a buyer for the county-owned John Deere 1050 Dozer in the amount of $500,000.00 and in turn, the county will be purchasing a John Deere 850L.

Letter - Purchase Agreement 09-21-22.pdf

Bill of Sale - Highlands County 1050K SN 1T01050KCMF403547.pdf

8.G *Request Approval State Housing Initiative Program (SHIP) Annual Report for 2019-2020 and 20-21.*

Lucy Castillo, Housing Programs Coordinator

No fiscal impact

ShipAnnualReport (2)19-20 unsubmitted 9-15-22.pdf

Attachment I Income Level Breakdown 2019-2020.pdf

arcert2015.pdf

8.H *Request approval of the proposed Change Order for the Fall Prep Lacrosse Showcase amending the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the date of the event to October 15-16, 2022.*

Leah Sauls, Development Services Director

Change Order 1 Fall Prep Lacrosse _ Airstream.pdf

8.I *Request to approve the Subordination of Right of Reversion to Highlands County Habitat for Humanity Inc. for the Mason's Ridge Neighborhood Community.*

Lucy Castillo, Housing Programs Coordinator

Habitat Subordination of Right of Reversion 2.pdf

8.J *Request approval of Budget Amendment 21-22-138 for Pre-EOY Negative Account balance Clean-Up in Various Cost Centers.*

David Nitz, OMB Manager

There is no fiscal impact to the miscellaneous funds or the overall budget. This budget amendment is merely transferring funds from one cost center to another as well as realigning funding within cost centers.

21-22-138 Cost Ctr. Negative Balances Clean Up 2.pdf

8.K *Request to appoint seven regular members to the to the Highlands County Future Growth Fund Advisory Committee.*

Leah Sauls, Development Services Director

Clinton Howerton, Jr, County Engineer

There is no fiscal Impact.

Committee Application_Andew Lethbridge.pdf

Committee Application_Carl Cool.pdf

Committee Application_Christine Lopez.pdf

Committee Application_Doug Waltz.pdf

Committee Application_Emily M Jones.pdf

Committee Application_Jodi Fountain.pdf

Committee Application_Peter H McDevitt.pdf

Committee Application_Sara Pipal.pdf

Committee Application_Sharon Dougan.pdf

Committee Application_Steve Fruit.pdf

Committee Application_William R. Handley.pdf
Committee Application_Bill Brantley.pdf
Committee Application_Chantel Parris.pdf
Committee Application_Andrew Bible.txt
Committee Application_Anthony Danielson.txt
Committee Application_Chinmay Bhandare.txt
Committee Application_Perry Taylor.txt

9 PUBLIC HEARING

10 ACTION AGENDA

10.A *Acceptance of Evergreen Solutions final compensation report , which includes the new pay structure for 100 series pay grades and the 30-Year Hybrid Parity approach.*
Tanya Cannady, Business Services Director
Sherri Bennett, Human Resource Manager
The 30-year hybrid parity option has an estimated cost of $500,000 including benefits on August 26, 2022.
FR 9-23-22 - Comp Study for Highlands County.pdf
Compensation Study presnetation follow up 10-4-22.pdf

10.B *Request acceptance of nine (9) Health Services Grant Agreements for FY 2022-2023 per the recommendation of the Highlands County Hospital District Board.*
Ingra Gardner, Community Programs Director
There is no fiscal impact to Fund 005 (General) or the overall budget. These grants are included in the FY 2022-2023 budget.
2022-23 List of Grant Recommendations.pdf
Central Florida Health Care.pdf
Champion for Children Foundation - Prevention Svcs.pdf
Champion for Children Foundation - Cox Living Memorial.pdf
Change of Pace.pdf
Florida Department of Health Highlands.pdf
Peace River Center.pdf
Ridge Area ARC.pdf
Samaritan's Touch Care Center.pdf
South Florida State College Foundation.pdf

10.C *Request approval of Professional Services Agreement between Highlands County and AIM Engineering and Surveying Inc. to provide engineering services for the Lake June-in-Winter Catfish Creek Best Management Practices (BMPs), project number 21062.*
Dawn Ritter, Natural Resources Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as these costs are included in the current budget. $33,676.88 of the $134,707.50 total cost will be funded by the county in Cost Center 6303 (Natural Resources), Project 21062 (Lk June-in-Winter Catfish Creek BMPs) and the remainder ($101,030.62) will be reimbursed from Southwest Water Management District once complete, based on the 75%/25% cost-share agreement.

20-024 AIM CSA 1_CatfishBMPs V8-12-2022.CB.pdf

10.D *Request Approval of the Highlands County Health Department's FY 22-23 Core Contract*
Tanya Cannaday, Business Svcs Director
The fiscal impact is the funding amount of $256,535 in Fund 005 (General) which is included in the Adopted Budget for Fiscal Year 2022-2023.
Highlands_FY22-23_Core Contract.pdf

10.E *Request approval of RFP 22-025-LKD for Highlands County's self insured health insurance plan to Cigna Health and Life Insurance Company (Cigna).*
Shawn Flemming, Gehring Group
Tanya Cannady, Business Services Director
Sherri Bennett, Human Resources Manager

Currently there are 778 employees and 608 family members that participate in the self insured health plan. There are 3 plan types: Base, Mid and High. Total annual premium effective January 1, 2023 will be $11,697,515 , which is an increase of $956,256 (8.9%) from the previous year.
Cigna Stop Loss Agreement.pdf
Cigna ASO Agreement.pdf
Cigna Performance Agreement.pdf
22-025 RFP Award.pdf

10.F *Request approval of Wellness Budget for the plan year 2021/2022 Plan to be used by December 31, 2022.*
Sherri Bennett, Human Resources Manager
Elaine Wood, Human Resources Generalist
No fiscal impact, all wellness dollars are pre-approved and reimbursed by the carrier.
Cigna Wellness Dollars proposal 2021.2022.pdf

10.G *Request adoption of Resolution 22-23-02 for Budget Amendment 22-23-002 to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.*
Paul Blackman, Sheriff
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning and setting up grant/project funds within the General Fund that have been budgeted or offset by incoming revenues in a total amount of $6,745,284.
22-23-002 Sheriff Appropriation (BA).pdf
22-23-002R Sheriff Appropriation (Resolution).pdf

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
Legal_Long_Range_Log.docx

11.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, Interim County Administrator
There is no fiscal impact.
Project Updates (FINAL) 10.04.2022.pdf

Status - Commissioner's Priorities (FINAL) 10.04.2022.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from September 20, 2022 to October 3, 2022*

13.B *Letter of Support for South Florida State College*
Jeff King, Executive Manager, Business & Economic Development
NSF-ATE Grant letter - 09.020.2022.pdf

14 ADJOURN

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Rely Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov/

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 10/04/2022

PRESENTER:	**Ashley H.K. Gill, County Extension Director and Highlands County 4-H County Council Officers**
SUBJECT/TITLE:	**Proclamation of National 4-H Week in Highlands County**

STATEMENT OF ISSUE

Highlands County 4-H will join other 4-H youth from around the Country in celebrating National 4-H Week from October 2-8, 2022. Highlands County 4-H works with thousands of youth and hundreds of volunteers annually. The 4-H program teaches youth critical life skills as leadership, citizenship, communication, and responsibility as well as enhances S.T.E.A.M. skill sets.

RECOMMENDED ACTION

Move to proclaim the week of October 2-9, 2022 as National 4-H Week in Highlands County.

FISCAL IMPACT

No fiscal impact.

Attachments: Proclamation 2022 National 4H Week.pdf

Highlands County, Florida

National 4-H Week Proclamation

WHEREAS, The first full week in October is annually recognized as National 4-H Week in the United States. and celebrates with more than six million youth, ages 5 to 18, taking part in 4-H club programs nationwide, and with 4-H ranking fourth in total awareness among agencies serving youth: and,

WHEREAS, The Florida 4-H Program has been positively impacting children's lives since 1909 and has celebrated over 100 years of service. The Florida Cooperative Extension Service conducts 4-H programs through the state's land-grant university, the University of Florida, with the mission to create supportive environments where diverse youth and caring adults may gain the knowledge and life skills, they need to be productive, responsible citizens; and,

WHEREAS, 4-H addresses issues facing youth wherever they live -- in inner cities, suburbs and rural communities -- and helps break barriers by focusing on learning-by-doing and building self-esteem, leadership and citizenship skills in our youth, focusing on critical issues such as protecting the environment and address childhood obesity; and,

WHEREAS, approximately 230,000 youth are active in 4-H programs in the state of Florida with more than 9,000 youth actively involved community clubs, special interest projects, day and residential camping programs, and school enrichment in Highlands County annually: and,

WHEREAS, exciting, fun and student-centered educational programs such as food and nutrition, science and technology, natural resources, substance abuse prevention, growing plants, caring for livestock animals, workforce preparation, community pride, citizenship and leadership are available through Highlands County 4-H programs; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Highlands County Florida, hereby proclaims October 2-8, 2022, as 4-H Week in Highlands County.

Done and adopted this 4th day of October 2022.

_____

Kathy Rapp, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:	**Jennifer Koukos, Chief Communications Officer, Glades Electric Cooperative, Inc.**
SUBJECT/TITLE:	**Broadband Expansion Presentation by Glades Electric Cooperative.**

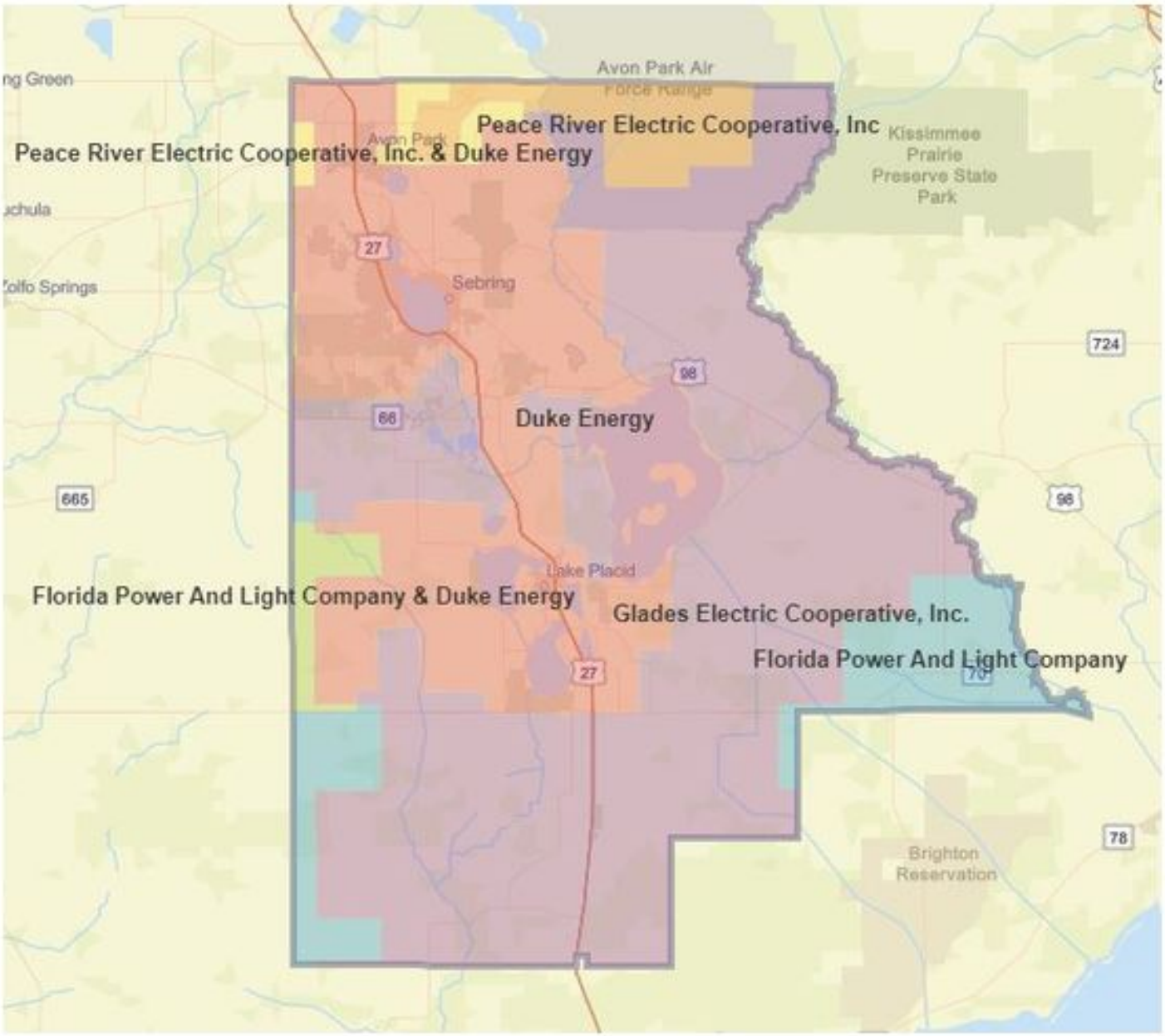
STATEMENT OF ISSUE

Broadband expansion is a major project in the county. Glades Electric Cooperative recently announced a partnership with Conexon Connect to bring broadband to all of the cooperative members, reaching 13,737 members between Glades, Hendry, Okeechobee, and Highlands counties. This brief presentation will cover details on this broadband expansion.

RECOMMENDED ACTION

No action

Attachments: service map
10-4-2022 GEC presentation to HCBCC.pdf


Peace River Electric Cooperative, Inc. & Duke Energy
Peace River Electric Cooperative, Inc
Duke Energy
Florida Power And Light Company & Duke Energy
Glades Electric Cooperative, Inc.
Florida Power And Light Company
Avon Park Air Force Range
Avon Park
Sebring
Lake Placid
Kissimmee Prairie Preserve State Park
Brighton Reservation
27
66
98
665
724
78

Closing the Digital Divide

For Florida's Heartland

Jennifer Koukos
GEC Chief Communications Officer

GLADES Electric Cooperative, Inc.

conexon connect

Project Overview

- Partnership
- Coverage
- Network
- Timeline
- Benefits

GLADES Electric Cooperative, Inc.

conexon connect

Partnership

Who?

- Glades Electric Cooperative (GEC) and Conexon Connect
- Conexon Connect was formed by rural fiber-optic network design and construction management firm, Conexon
- Conexon Connect will lease fiber from GEC to serve as internet service provider (ISP) for GEC members

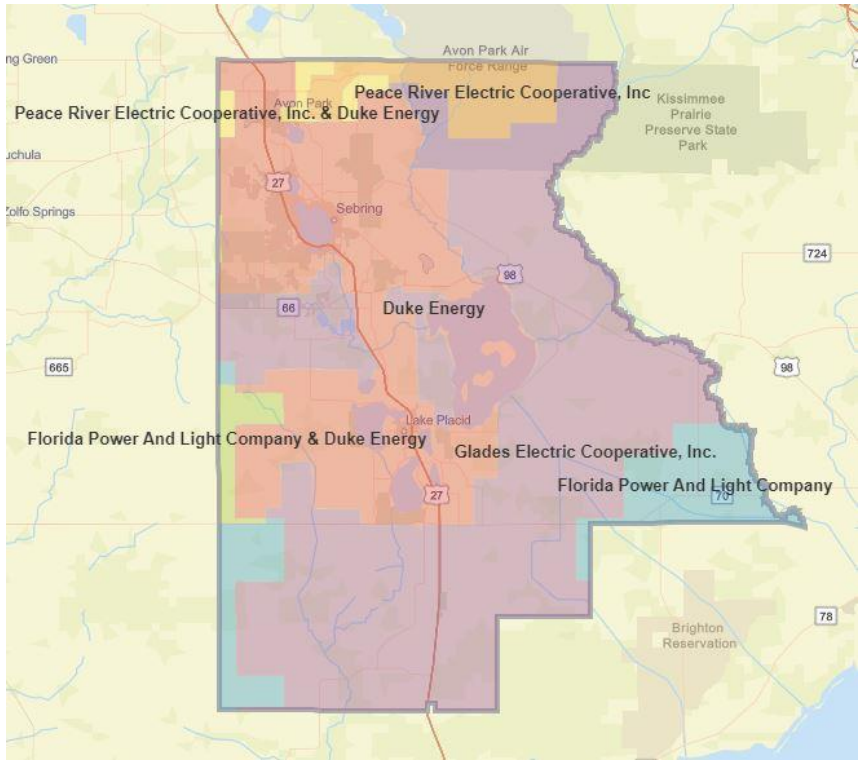
GLADES Electric Cooperative, Inc.

conexon connect

Coverage

Where?

- All 13,400 Glades Electric Co-Op members in Glades, Hendry, Highlands and Okeechobee counties
- Approx. 17,479 meters
- Nearly 7,700 meters in Highlands County



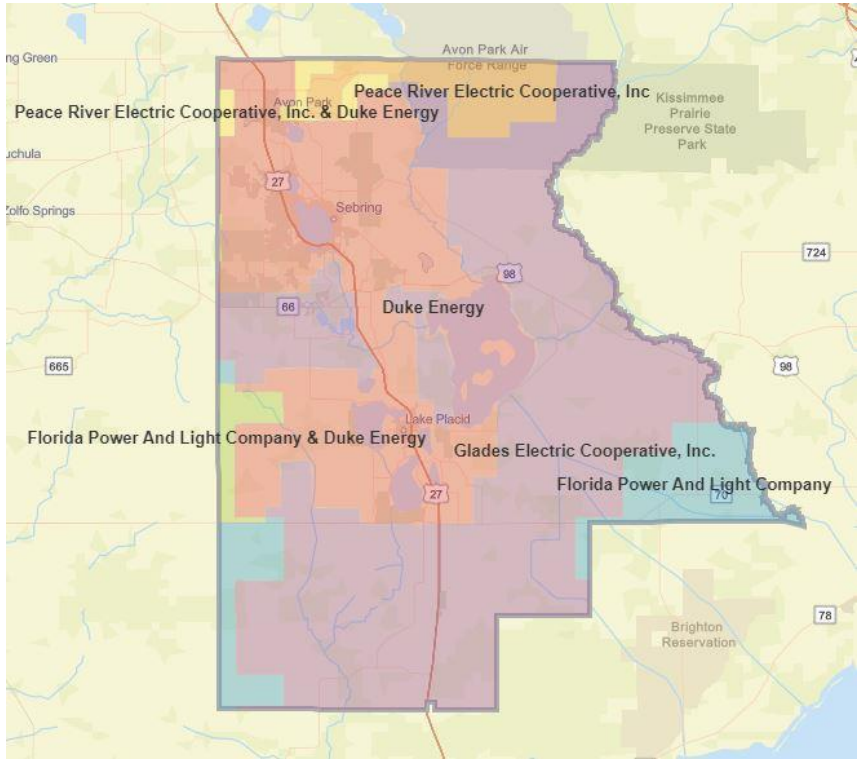
GLADES Electric Cooperative, Inc.

conexon connect

Network

What?

- 2,600-mile fiber-to-the-home (FTTH) network
- Built to follow path of Glades Electric's infrastructure
- $50M construction cost
- Fiber lease payments and revenue sharing, and possibly grants will fund construction.



GLADES Electric Cooperative, Inc.

conexon connect

Network

Service

- Connect, powered by Glades Electric Cooperative
- Symmetrical speeds – equal upload and download speeds
- Customer service and billing from Conexon Connect

Residential

- 100 Mbps $49.95/mo.
- 1 Gbps $79.95/mo.
- 2 Gbps $99.95/mo.

Business

- 100 Mbps $79.95/mo.
- 1 Gbps $199.95/mo.
- 2 Gbps $299.95/mo.

GLADES Electric Cooperative, Inc.

conexon connect

Benefits

Why?

- 20% of GEC members lack any internet service
- Only ½ of remaining 80% have high-speed internet access
- Quality of life
- Remote work, school, telehealth access
- Economic development
- Enables smart grid capabilities – improved outage response times, better load balancing, more efficient electricity delivery

GLADES Electric Cooperative, Inc.

conexon connect

Thank You!

Questions?

GLADES Electric Cooperative, Inc.

conexon connect

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:	**Laney Stearns, Public Safety Director** **Ingra Gardner, Community Services Director** **Clinton Howerton, County Engineer**
SUBJECT/TITLE:	**Interim County Administrator, Presentation of Years of Service Awards.**

STATEMENT OF ISSUE

The following employees have reached service milestones and we would like to recognize them in order of years of service:
EMT, Bradley Batz 5 Years
Battalion Chief, Dustin Fitch 15 Years
Administrative Secretary, Carol Damhof 15 Years
Engineering Department Administrator, Jennifer Willis 20 Years

RECOMMENDED ACTION

Presentation of an Award Certificate and Pin to each recipient.

FISCAL IMPACT

No fiscal impact

Attachments: Service Award Bios presenting October 4.2022 attending.docx

Bios

5 Years of Service	Bradley Batz was hired by the Board of County Commissioners in September 2017 as an EMT. He continues to serve the County in that position today.
15 Years of Service	Dustin Fitch started with the County in October 2007, when he was hired as a Paramedic. He became a Paramedic Field Training Officer in 2014 and was promoted to Captain in 2016. In 2018, he took over as EMS Manager and in 2019 was promoted to Battalion Chief.
15 Years of Service	Carol Damhof was hired by the Board of County Commissioners in October 2007 as a Library Assistant. In 2012, she was promoted to Library Assistant II. Since 2015, Carol has been serving as an Administrative Secretary.
20 Years of Service	Jennifer Willis was hired by the County in October 2002 as an Administrative Secretary in the Solid Waste Department. In 2004, she was promoted to Office Manager. In 2013, she became a Public Works Coordinator in the Engineering Department and in 2017, she was promoted to Engineering Department Administrator.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:	**Donna Doubleday, President/Chief Executive Officer, Career Source Heartland**
SUBJECT/TITLE:	**Presentation on Florida's Reimagining Education and Career Help (REACH) Act Implementation**

STATEMENT OF ISSUE

Presentation on the Reimagining Education and Career Help Act's four major components that will have impacts on the local workforce. In 2021, the Florida Legislature passed the REACH which is designed to enhance access and accountability across the State's workforce system.

Attachments: REACH Act Implementation 10.4.22.pptx

Reimagining Education and Career Help Act (REACH) Implementation

October 4, 2022

An equal opportunity employer/program. Auxiliary aids and services available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711

Introduction

- Florida's Reimagining Education and Career Help Act passed in 2021
- Designed to enhance access and promote accountability across the State's workforce system
- Florida's workforce system:
  - Spans education, workforce, and social safety net organizations
  - Defined as "entities and activities that contribute to the state's talent pipeline system through education, training, and support services."

CareerSource HEARTLAND

Overview

- Office of Reimagining Education and Career Help in the Executive Office of the Governor
- Coordination and Alignment of:
  - CareerSource Florida
  - Local Workforce Boards
  - One-Stop Career Centers
  - Florida Department of Economic Opportunity
  - Florida Department of Children & Families
  - Florida Department of Education

CareerSource HEARTLAND

Intent

To promote self-sufficiency through the provision of better access to high-skill high-wage jobs and related career pathways.

CareerSource HEARTLAND

Actions Impacting Workforce Boards

1. Open Door for Service Eligibility
   - Includes CareerSource, Department of Education including Division of Vocational Rehabilitation, and Department of Children & Families
   - Feasibility Study completed
   - Proposals for Verification and Validation received
   - Active RFP for Contractor for Project Management

CareerSource HEARTLAND

Actions Impacting Workforce Boards

2. Evaluate System to Increase Effectiveness & Efficiency
   - Ernst & Young conducting research and discovery
     - Stakeholder input, data analysis, solutions implemented in other states
     - Phase I completed
     - Phase II to include more robust engagement of stakeholders and customers

Goal: Relevant services, improved customer outcomes

CareerSource HEARTLAND

Actions Impacting Workforce Boards

3. Letter Grades for Workforce Boards
   - Employment, Training, Business, Self-Sufficiency
   - 7 measures + 1 extra credit
   - Final Formula due July
   - Baseline grade due by December

CareerSource HEARTLAND

Actions Impacting Workforce Boards

4. Master Credentials List
   - Workforce and Education Adherence
   - Framework of Quality
   - Credentials of Value
   - Current list 512 Certifications
   - Final Framework application in October

CareerSource HEARTLAND



CareerSource HEARTLAND

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Laurie Hurner, Acting County Administrator**

SUBJECT/TITLE: **Presentation of Employee of the Quarter for the 2nd Quarter of 2022**

STATEMENT OF ISSUE

Human Resources received two (4) new Employee of the Quarter Nominations for the 1st quarter of 2021. There were 3 Nominations from the previous quarters that were still active. Human Resources tallied the votes from Survey Monkey and paper ballots submitted the following employee was selected as the recipient of the Employee of the Quarter Award for the 1st Quarter:

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Sandy Sizemore, Road & Bridge Department.

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:	**Laurie Hurner, Interim County Administrator**
SUBJECT/TITLE:	**Request to approve authorizing the Property Appraiser to extend the 2022 ad valorem property tax roll prior to completion of the Valuation Adjustment Board Hearings.**

STATEMENT OF ISSUE

Tax Collector Eric Zwayer is requesting that the Board authorize the Property Appraiser to extend the 2022 ad valorem property tax roll prior to completion of the Value Adjustment Board Hearings

RECOMMENDED ACTION

Move to approve authorizing the Property Appraiser to extend the 2022 ad valorem property tax roll prior to completion of the Valuation Adjustment Board Hearings.

FISCAL IMPACT

No fiscal impact

Attachments: Laurie Hurner Extend Tax Roll 2022.pdf

ERIC T. ZWAYER
Tax Collector
Serving Highlands County
540 South Commerce Ave • Sebring, Florida 33870
www.hctaxcollector.com (863) 402-6685

September 20, 2022

Laurie Hurner, Assistant County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Dear Ms. Hurner:

This letter is being submitted as a formal request asking the Board of County Commissioners to authorize the Property Appraiser to extend the 2022 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Highlands County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension will also allow the collection of revenue for the various taxing authorities to begin November 1, 2022. Authority for early extension of the tax roll is provided in F.S. 197.323. Thank you.

Sincerely,

Eric T. Zwayer

Eric T. Zwayer
Tax Collector
Serving Highlands County

cc: Honorable Raymond McIntyre, Property Appraiser

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Lance Marine, Parks & Facilities Director**

SUBJECT/TITLE: **Request consideration of Waiver of Fees for the Friends of Istokpoga Lake Association, Inc. for Rental of the Lorida Community Center for Fiscal Year 2022-2023.**

STATEMENT OF ISSUE

The Friends of Istokpoga Lake Association, Inc. is requesting to have the rental fees and damage deposit waived for the use of the Lorida Community Center.

This group has utilized this facility for several years, and hope to hold five future meetings (Nov. 17, 2022 & Feb. 16, 2023 are currently planned). Meetings cover what is going on with Lake Istokpoga with input from different agencies responsible for managing the lake. Representatives from Highlands County Natural Resources and Florida Wildlife Commission and South Florida Water Management District to discuss various topics. The group is a 501c3 and can provide liability insurance. The group is requesting that the refundable damage deposit and the rental fees be waived for the FY 2022-2023 (October 1, 2022 to September 30, 2023).

Per the FY 2021-2022 Schedule of Fees, the rental fee is as follows:
- $100.00 Standard Rental Fee, Per Event and $50.00 Damage Deposit.

Total fees waived: $200.00

The group must comply with the building rental use rules.

RECOMMENDED ACTION

Move to approve waiver of rental fees and damage deposit to the Friends of Istokpoga Lake Association for rental of the Lorida Community Center for Fiscal Year 2022-2023.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to General Fund 005, account 3475300 of approximately $200.00.

Attachments: 2021-2022 Fees Waived.pdf
Friends of Istokpoga Lake Association FY 2023.pdf

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2018-19	2019-20	2020-21	2021-22	2022-23
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 09.15.2022					
Boy Scouts of America	Desoto City Community Ctr.	8	$ 16,400.00	400	400	No longer Use		
A.A.I.S.L - All American International Softball league	Sports Complex	1	$ 635.00			$635.00		
Friends of Istokpoga Lake Association, Inc.	**Lorida Community Center**	**13**	**$ 4,600.00**	**$200.00**	**$200.00**	**Cancelled**	**$200.00**	**$200.00**
Leisure Lakes Home Owners Civic Association	H.L. Bishop Park Clubhouse	13	$ 3,400.00	$400.00	$400.00	Cancelled	$500.00	
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	26	$ 13,021.00	$500.00	$500.00	Cancelled	$500.00	$500.00
Redbeach Community Homeowners Association	Desoto City Community Ctr.	5	$ 1,550.00	$400.00	$400.00	Cancelled	$400.00	$400.00
Ridge Area ARC & Special Stars	Agri Civic Center - Auditorium	5	$ 5,335.00	$1,120.00	$1,120.00	Cancelled	$380.00	$500.00
Ridge Area ARC & Special Stars	Sports Complex	14	$ 14,725.00	$1,250.00	$1,250.00	$1,025.00	$325.00	$1,025.00
Salvation Army	Sports Complex	3	$ 1,125.00	$375.00	$375.00	$375.00	Cancelled	
Sebring High Boys and Girls Soccer Program	Sports Complex	2	$ 4,795.00			$645.00	$4,150.00	$4,975.00
Sebring High Cross Country Athetic Program	Sports Complex	2	$ 2,950.00			$1,130.00	$1,820.00	Paid for fields

8/22/2022

Friends of Istokpoga Lake Association, Inc.

Parks and Facilities Management
636 S. Fernleaf Avenue
Sebring, Florida 33870

September 12, 2022

Re: Request for continuance of Lorida Community Center fee-waiver

Dear Ginger Svendsen / Parks & Facilities Management, Administrative Assistant

On behalf of The Friends of Istokpoga Lake Association, Inc. (FOILA) we respectfully request that the fees associated with holding our member meetings at the Lorida Community Center continue to be waived, as has been the case for many years. FOILA was founded in 1998 as a 501c3 charitable organization and continues to serve the needs of not only our membership, but also the community at large. We hope to hold several future meetings at the Lorida Community Center (Nov. 17, 2022, Feb. 16, 2023 & Nov. 16, 2023 are currently planned), all of which are open to the public at no charge.

The meetings include a subject-matter guest speaker and are regularly attended by representatives from Highlands County Dept. of Natural Resources, Florida Wildlife Commission and South Florida Water Management District. Topics cover what is going on in and around Lake Istokpoga with input from the different agencies responsible for managing the lake. In addition, Highlands County residents and local businesses are provided a one-on-one opportunity to interact with agency personnel in this unique setting,

Finally, it should be noted that FOILA is one of the founding "voting" members, on the Lake Istokpoga Management Committee and governed by The Board of County Commissioners. It would be very much appreciated if this request can be approved as soon as possible. Thank you for your consideration and continued support.

Sincerely,

Bert Galloway
Vice President of FOI

P.O. Box 205 Lorida, Florida 33857-0205

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**
Kenya A. Anderson, MSP, Project Manager

SUBJECT/TITLE: **Request approval of Amendment 4 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003.**

STATEMENT OF ISSUE

Attached for your approval is Amendment 4 between Highlands County and Excavation Point, Inc. to allow the contractor to amend the contract to remove the existing storm manhole ring and cover and to install a new low-rise ring and cover at the intersection of CR 623 and Haywood Taylor Boulevard. The net change order amount will be $930.00.

The Board Attorney has reviewed and approved Agreement 4. Kenya A. Anderson is the project manager for this project. Daniel W. Schroeder, P.E. of AIM Engineering and Surveying, Inc., is the engineer of record.

RECOMMENDED ACTION

Move to approve Amendment 4 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Boulevard) Mill and Resurfacing Project No 18009, and ITB No. 21-003.

FISCAL IMPACT

The fiscal impact to Fund 151 (Infrastructure Surtax) and the overall budget will be $930.00 as funding for this amendment is available in Project 18009 (CR623 From Haywood Taylor Blvd to Mini Ranch Rd), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT and was included in the FY 21/22 Adopted Budget, approved on September 21, 2021.

Attachments: 21-003 Amendment 4 CR 623 Remilling signed by EPI 09.20.pdf
CR 623 Kenilworth_Location Map.pdf

AMENDMENT 4 TO AGREEMENT

THIS AMENDMENT 4 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 (County), and Excavation Point, Inc. (Contractor), and shall modify the terms and conditions of that Agreement between the parties dated November 29, 2021, approved by the County on December 7, 2021 (Agreement).

WHEREAS, pursuant to the Contractor is responsible for milling and resurfacing Kenilworth Boulevard and Mini Ranch Road West and Haywood Taylor Boulevard; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and Contractor agree as follows:

1. Exhibit "A", Compensation, as provided for in Exhibit "A" of the Agreement and revised pursuant to Amendment 3 dated August 16, 2022, is amended due to the change in scope as provided in ITB 21-003, incorporated as Exhibit "A" as follows:

Project Name: CR 623 (Kenilworth Boulevard) Mill & Resurfacing
Between Mini Ranch Road West & Haywood Taylor Blvd
FDOT Project No. - FM# 436643-1-54-01, ITB No. 21-003

Intersection of CR623 (Kenilworth Blvd) and Haywood Taylor Blvd
Approx. STA 600+98.00
Remove existing storm manhole ring & cover and install new low rise ring & cover

TOTAL ADD **$ 930.00**

2. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 4 and any previous Agreements between the parties, this Amendment 4 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXCAVATION POINT, INC.

_____
Print: Tal J. Rancourt

Title: President

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Tal J. Rancourt, as President, of Excavation Point, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 20 day of September, 2022.

(stamp)
Lori A. Taylor
Notary Public
State of Florida
Comm# HH023985
Expires 9/13/2024

_____
NOTARY PUBLIC, State of Florida



REVISIONS			STATUS	DESIGNED BY: KENYA ANDERSON	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		KENILWORTH BOULEVARD MILLING & RESURFACING LOCATION MAP	SCALE: HORIZ. 1"=500' VERT. N/A
DATE	BY	DESCRIPTION	FOR INFORMATION ONLY	DRAWN BY: STACEY MAHONEY				PROJECT NO. 18009 / REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.				
				IN CHARGE: J.D. LANGFORD, P.E.	APPROVED BY: JAMES DAVID LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:		SHEET 1 OF 1
				DATE: 5/31/2019				

G:\PROJECTS\2018\18009 CR 623 Haywood Taylor to Mini Ranch\CR 623 Kenilworth_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 4, 2022

PRESENTER: **Brandon Gunn, Projects Manager**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-01 for Budget Amendment 22-23-001 for project 22012 Memorial Trailhead PH II.**

STATEMENT OF ISSUE

The Board executed an agreement with the FDEP for a FRDAP grant in the amount of $199,460.00 for project 22012 Memorial Trailhead PH II on September 7th, 2022. The accompanying Resolution and BA will remove the estimated budget and set up the actual amount of the DEP Grant Awarded Funds into Project 22012 for Memorial (Panther) Trailhead PH II. Revised title from Panther to Memorial to match Grant Agreement.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-01 for Budget Amendment 22-23-001 for project 22012 Memorial Trailhead PH II.

FISCAL IMPACT

The fiscal impact is a decrease of $200,000.00 from cost center 6102A account 56301Z Project Capital Infrastructure and an increase of $199,460.00 to cost center 6102A account 56300Z Project Improvements. Net Fiscal impact to Fund 151 (Infrastructure Surtax) is a decrease of $540.00.

Attachments: 22-23-001R Proj 22012 Memorial Trailhead PH II.pdf
22-23-001 Proj 22012 Memorial Trailhead PH II.pdf

RESOLUTION NO. 22-23-01

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-001 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Infrastructure Surtax Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-001 is hereby approved and authorized to remove the estimated budget and set up the actual amount of the DEP Grant Awarded Funds into Project 22012 for Memorial Trailhead PH II.The net fiscal impact is a decrease in the amount of $540.00.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 4th day of October, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
September 14, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/30/2022** SUBMITTED BY: **Brandon Gunn**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **6102A**

PROJECT(S) #: **22012** PROJECT TITLE(S): **Memorial Trailhead PH II** COST CENTER TITLE(S): **Parks Department 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3347300Z	DEP Recreation Facilities		200,000.00		200,000.00	0.00
E	151	6102A	56301Z	Project Capital Infrastructure		200,000.00		200,000.00	0.00
									0.00
R	151		3347300Z	DEP Recreation Facilities	22012	0.00	199,460.00		199,460.00
E	151	6102A	56300Z	Project Improvements	22012	0.00	199,460.00		199,460.00
									0.00
									0.00

REASON: **To remove the estimated budget and set up the actual amount of the DEP Grant Awarded Funds into Project 22012 for Memorial (Panther) Trailhead PH II. Revised title from Panther to Memorial to match Grant Agreement.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-001**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Status Update on the National Pollutant Discharge Elimination System (NPDES) Phase II permitting efforts.**

STATEMENT OF ISSUE

The NPDES program is a state mandated program in which the county, in conjunction with the City of Sebring and City of Avon Park, participates in on-going efforts to eliminate or reduce the amount of non-stormwater runoff entering storm water sewer system outfalls. We are currently in year 2 of 5 of Phase II of MS4 Permit ID# FLR04E148.

Each year pollution information is provided to the public and local businesses through various means such as brochure distribution at community events, Rotary meetings, and the Chamber of Commerce. In addition, in accordance with Ordinance 18-19-08 and the County's adopted Standard Operating Procedures (SOP) contractors are required to follow NPDES guidelines pertaining to illicit discharge, erosion and sediment controls, and waste controls for all new development. Inspections are also conducted annually on existing local businesses such as food industries, lawn care, auto repair shops, car washes, and the County owned maintenance/fleet yards to ensure compliance.

Enclosed for your review is a copy of the Notice of Renewed Permit Coverage and the 2021 NPDES Annual Report with a list of the goals to be completed each year. Staff is currently working with CivilSurv to complete the 2022 Annual Report which is due to the state on November 10, 2022.

RECOMMENDED ACTION

Move to approve and accept the report given herein.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Highlands County NPDES MS4 - Phase II Permit & 2021 Report.pdf

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

May 11, 2020

Sent via E-post

Clinton Howerton Jr., P.E.
County Engineer
Highlands County
505 South Commerce Avenue
Sebring, FL 33870

Subject: Highlands County Phase II Municipal Separate Storm Sewer System (MS4)
NPDES Permit ID Number **FLR04E148** (Cycle 2)
Notice of Renewed Permit Coverage - FINAL

Dear Clinton Howerton Jr.:

The Florida Department of Environmental Protection (Department) has received and processed your submittal of the *Notice of Intent to Use Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems* (NOI), DEP Form 62-621.300(7)(a), Appendix A of the NOI, and the appropriate permit processing fee. Public noticing requirements under Rules 62-620.550 and 62-620.555, Florida Administrative Code (F.A.C) for this application are met.

This letter serves to acknowledge that your NOI and Appendix A are complete. The determination of a complete NOI means that your MS4 continues to be covered under the Phase II MS4 Generic Permit. **Your renewed coverage under this permit is effective as of May 11, 2020 and will expire on May 10, 2025.** Your permit identification number remains the same.

The **Generic Permit for Stormwater Discharge from Phase II MS4s,** herein referred to as the Phase II MS4 Generic Permit, is issued under Section 403.0885, Florida Statutes, (F.S.), and implemented through applicable provisions of Chapters 62-4, 62-620, 62-621, and 62-624, F.A.C. Coverage under the Phase II MS4 Generic Permit allows your MS4 to discharge stormwater provided that you implement the Stormwater Management Program (SWMP) included as Appendix A of your NOI annually and comply with all requirements of the Phase II MS4 Generic Permit.

The SWMP must be implemented in accordance with the schedule specified in Appendix A of the approved NOI. Annual Reports are due within six months of the anniversary date of permit

coverage. Please note that unless the department requires more frequent reports, annual reports summarizing your SWMP implementation efforts are required for Years 2 and 4 of your five-year permit coverage term, as follows:

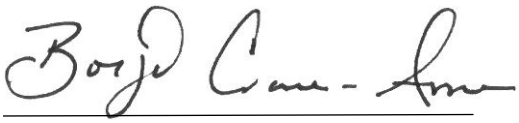
- The Year 2 Annual Report should cover the 12-month period from **May 11, 2021 through May 10, 2022 and is due by November 10, 2022.**

- The Year 4 Annual Report should cover the 12-month period from **May 11, 2023 through May 10, 2024 and is due by November 10, 2024.**

If you have any questions, please contact Borja Crane-Amores phone at (850) 245-7520 or by email at Borja.CraneAmores@floridadep.gov.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Borja Crane-Amores
Environmental Administrator
NPDES Stormwater Program
Division of Water Resource Management

Enc: Approved NOI for Cycle 2

For FDEP Internal Use Only
Permit ID: FLR _____

NOTICE OF INTENT TO USE GENERIC PERMIT FOR DISCHARGE OF STORMWATER FROM PHASE II MUNICIPAL SEPARATE STORM SEWER SYSTEMS (RULE 62-621.300(7)(b), F.A.C.)

INSTRUCTIONS:

- This NOI must be completed and submitted to the Department to authorize use of the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems ("MS4 GP"), provided in Rule 62-621.300(7)(a), F.A.C.
- The type of municipal separate storm sewer system that qualifies for coverage under the MS4 GP and the applicable Phase II MS4 stormwater management program requirements are specified in the permit. You should familiarize yourself with the MS4 GP before completing this NOI.
- Submit this fully completed NOI, permit fee, and required attachments by mail to the address in the box at right. **DO NOT SUBMIT any materials not in the checklist in Section V. of this NOI.**
- **Please print or type information in the appropriate areas below and complete each section.**

Submit NOI, permit fee, and required attachments to:
NPDES Stormwater Notices Center
M.S. #3585
Florida Department of
Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

SECTION I. PHASE II MS4 OPERATOR INFORMATION

Name of the Phase II MS4 Operator: Highlands County Board of County Commissioners

Name of the Phase II MS4 Responsible Authority: Clinton Howerton Jr. , P.E.

Title: County Engineer

Mailing Address: 505 South Commerce Avenue

City: Sebring | Zip Code: 33870 | County: Highlands

Telephone Number: 863-402-6877

Name of the Designated Phase II MS4 Stormwater Management Program Contact:
James D. Langford, P.E.

Title: Assistant County Engineer

Department: Engineering Department

Mailing Address: 505 South Commerce Avenue

City: Sebring | Zip Code: 33870 | County: Highlands

Telephone Number: 863-402-6877

E-mail Address: jdlangford@highlandsfl.gov

Location of the Phase II MS4 (if different than the mailing address in Section I.C. above):

Street Address:

City: | Zip Code: | County:

Approximate center of the Phase II MS4:

Latitude: 27 ° 29 ' 43 " Longitude: 81 ° 26 ' 27 "

Phase II MS4 ownership status (check one): ☑ Public ☐ State ☐ Federal

G. Total resident population of the Phase II MS4: 77,237

H. Name of the urbanized area(s) the Phase II MS4 is located within (if applicable):
Sebring, Avon Park

I. Name of the Water Management District the Phase II MS4 is located within (check all that apply):

- ☐ Northwest Florida Water Management District
- ☑ Southwest Florida Water Management District
- ☐ Suwanee River Water Management District
- ☐ St. John's River Water Management District
- ☑ South Florida Water Management District

Received
3/3/2020
Florida Department of
Environmental Protection
NPDES Stormwater Program
Notices Center

SECTION II. SHARING RESPONSIBILITY

You may rely on another entity to satisfy some or all of your permit obligations if the conditions in Part IX of the MS4 GP are met. Another entity may implement one or more of the measures and/or a component of a measure on your behalf. You may rely on another entity to satisfy all permit obligations (including annual reporting) but only if the entity is permitted under Chapter 62-624, F.A.C. Note the following:

☐ You will remain responsible for compliance with your permit obligations if the other entity(ies) fails to implement the control measure(s) or a component thereof on your behalf. You must establish a written agreement with the other entity(ies) before submitting this NOI.

☐ Relying on another entity, or entities, either partially or fully does not preclude you from the obligation to fully complete this NOI, including the information required in Section IV.

A. 1. Has another entity, regulated under Chapter 62-624, F.A.C., agreed to implement all of your permit obligations on your behalf? ☐ Yes ☑ No

If yes, complete Section II.A.2. If no, skip to Section II.B.

2.

Name of Entity:		
Contact Name:		
Title:		
Department:		
Mailing Address:		
City:	Zip Code:	County:
Telephone Number:		
E-mail Address:		

B. 1. Has another entity agreed to implement one or more of the minimum control measures (or a component thereof) on your behalf? ☑ Yes ☐ No

If yes, complete Sections II.B.2. and II.B.3. (See the note below for any additional entities)

2. Control measure(s) or component of a control measure to be implemented by the other entity:
See attached table for element 6b for components implemented by City of Sebring on behalf of Highlands County

3.

Name of Entity: City of Sebring		
Contact Name: Scott Noethlich		
Title: City Administrator		
Department: City Administration		
Mailing Address: 368 S. Commerce Ave. Sebring. FL 33870		
City: City of Sebring	Zip Code: 33870	County: highlands
Telephone Number: 863-471-5115		
E-mail Address: scottnoethlich@mysebring.com		

Note: For each additional entity sharing stormwater management program responsibilities with you, provide on a separate sheet the information requested in Sections II.B.2. and II.B.3. Title the sheet "Section II.B: Additional Entities Information" and attach it to this NOI.

SECTION III. RECEIVING WATERS

Identify the named receiving waterbodies to which your Phase II MS4 discharges. Include all such waterbodies known to you at the time of this application:

Indian Prairie Basin via S68		
Lake Jackson		

SECTION IV. MINIMUM CONTROL MEASURES

A. Complete the Phase II MS4 Stormwater Management Program (SWMP) Elements Form in Appendix A for each minimum control measure described in Part VI. of the MS4 GP, except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the permit. If you choose, however, to implement BMPs for the Post-construction measure, please complete a SWMP Elements Form for the measure.

Include in the SWMP Elements Form all best management practices (BMPs) currently in place or planned for each element of each minimum control measure. There is no limit to the number of BMPs you may include. Make copies of the form as necessary to accommodate all of your BMPs. The completed forms, in their entirety, will be considered by the Department to be the outline of your proposed stormwater management program. Attach all completed forms to this NOI.

B. Provide the total number of pages of SWMP Elements Forms that are attached to this NOI for each minimum control measure:

Minimum Control Measure	# of Pages
Public Education and Outreach as to Stormwater Impacts	1
Public Involvement/Public Participation	1
Illicit Discharge Detection and Elimination	2
Construction Site Stormwater Runoff Control	2
Post-construction Stormwater Management in New Development and Redevelopment	1
Pollution Prevention/Good Housekeeping for Municipal Operations	1

SECTION V. MATERIALS TO BE SUBMITTED WITH THIS NOI

Only the following materials are to be submitted to the Department along with your fully completed and signed NOI (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached	N/A	
☐		The permit application fee, as prescribed by Rule 62-4.050(4)(d)(6), F.A.C. Make all check and money orders payable to the Florida Department of Environmental Protection.
☑		A fully completed Phase II MS4 Stormwater Management Program Elements Form (see Appendix A) for each minimum control measure except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the MS4 GP.
☑	☐	Additional entities information, as required under the note in Section II.B. of this NOI.

DO NOT SUBMIT ANY OTHER MATERIALS

(such as your complete Stormwater Management Plan, ordinances, storm sewer map, public outreach, etc.)

SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE

The Responsible Authority listed in Section I.B. of this NOI must sign the following certification statement:[1]

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name of Phase II MS4 Responsible Authority (type or print): Clinton Howerton, Jr. P.E.

Title: County Engineer

Signature: _____ Date: 3-2-2020

[1] Signatory requirements are contained in Rule 62-620.305, F.A.C.

INSTRUCTIONS FOR APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

General Instructions

- Complete this form for each minimum control measure described in Part VI. of the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems ("MS4 GP") provided in Rule 62-621.300(7)(a), F.A.C., except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the permit. If you choose, however, to implement BMPs for the Post-construction measure, please complete a SWMP Elements Form for the measure.

- Include all best management practices (BMPs) currently in place or planned for each element of each minimum control measure. There is no limit to the total number of BMPs you may include.

- Make copies of the form as necessary to accommodate all of your BMPs.

- The completed forms, in their entirety, will be considered by the Department to be the outline of your proposed stormwater management program. Attach the forms to the NOI and submit to the Department at the address provided on the NOI.

- **Please print or type information in the appropriate areas of this form.**

Section A.I: MINIMUM CONTROL MEASURE

- Indicate which minimum control measure the BMPs in Section A.II. address. Check only one measure. Use a separate form for each measure.

Section A.II: BEST MANAGEMENT PRACTICES

- Include BMPs only for the measure you have identified in Section A.I. The Department encourages the use of the Florida Land Development Manual: A Guide to Sound Land and Water Management (FDER, 1988) and the U.S. Environmental Protection Agency's National Menu of Best Management Practices for Storm Water Phase II in developing Phase II stormwater management programs. Both are available from the Department.

- Element ID: Table 1 below includes all the minimum control measure elements required under Part IV. of the MS4 GP. Using Table 1, identify which element of the minimum control measure each BMP addresses. For example, a BMP addressing the procedures for site plan review under the Construction Site Stormwater Runoff Control Minimum Control Measure would be labeled as "4d." You must include at least one BMP for each element.

- BMP Number: For each minimum control measure, number the BMPs starting with 01 and continue the numbering in sequential order on any additional forms for the measure. The numbering of the BMPs is for reference purposes only and does not provide additional weight to, nor prioritize, one BMP over another.

- Measurable Goals: List the measurable goal(s) for each BMP. You must include at least one measurable goal for each BMP and may include as many as necessary for the BMP – you are not limited to the four lines provided on the form.

- Schedule for Implementation/Completion: For each measurable goal, include the year each action will be implemented and, as applicable, the interim milestones, completion date, or planned frequency of the action.

- Responsible Entity/Department: Include the name of the entity (if other than the Phase II MS4 Operator) or of the internal department (if it is the Phase II MS4 Operator) responsible for implementing or coordinating each BMP.

Page Numbering

- Once this form has been completed for each minimum control measure, place the forms in an order corresponding to the order of the measures in Table 1 (below) and number the forms accordingly at the bottom of each.

Table 1: Minimum Control Measure Required Elements

Element ID	Description of Minimum Control Measure Required Elements
	1. Public Education and Outreach Minimum Control Measure:
1a	**a)** Implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.
	2. Public Participation/Involvement Minimum Control Measure:
2a	**a)** Comply with State and local public notice requirements when implementing a public involvement/public participation program.
	3. Illicit Discharge Detection and Elimination Minimum Control Measure:
3a	**a)** Develop, if not already completed, a storm sewer system map, showing the location of all known outfalls and the names and location of all surface waters of the State that receive discharges from those outfalls.
3b	**b)** To the extent allowable under State or local law, effectively prohibit through ordinance, or other regulatory mechanism, of non-stormwater (i.e., "illicit") discharges into the storm sewer system and implement appropriate enforcement procedures and actions.
3c	**c)** Develop and implement a plan to detect and eliminate non-stormwater discharges, including illegal dumping, to the MS4.
3d	**d)** Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.
	4. Construction Site Stormwater Runoff Control Minimum Control Measure:
4a	**a)** Develop and implement, to the extent allowable under State or local law, an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to reduce pollutants in any stormwater runoff to the Phase II MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of pollutants associated with stormwater discharges from construction activity disturbing less than one acre must also be included if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more.
4b	**b)** Develop and implement requirements for construction site operators to implement appropriate erosion and sediment control best management practices.
4c	**c)** Develop and implement requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.
4d	**d)** Develop and implement procedures for site plan review that incorporate consideration of potential water quality impacts.
4e	**e)** Develop and implement procedures for receipt and consideration of information submitted by the public.
4f	**f)** Develop and implement procedures for site inspection and enforcement of control measures.
	5. Post-construction Stormwater Management in New Development and Redevelopment Minimum Control Measure: NOT REQUIRED IF USING QUALIFIED ALTERNATIVE PROGRAM
5a	**a)** Use an ordinance or other regulatory mechanism, to the extent allowable under State or local law, to address from post-construction runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into the Phase II MS4. The program must require that controls be in place that would prevent or minimize water quality impacts from new development or redevelopment.
5b	**b)** Develop and implement strategies that include a combination of structural and/or non-structural best management practices (BMPs) appropriate for the community.
5c	**c)** Require adequate long-term operation and maintenance of BMPs.
	6. Municipal Operation Pollution Prevention and Good Housekeeping Minimum Control Measure:
6a	**a)** Develop and implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff from MS4 operator activities, such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.
6b	**b)** Using training materials that are available from EPA, the Department, or other organizations, include employee training to prevent and reduce stormwater pollution from MS4 operator activities.

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

- [x] 1. Public Education and Outreach
- [ ] 2. Public Involvement/Participation
- [ ] 3. Illicit Discharge Detection/Elimination
- [ ] 4. Construction Site Stormwater Runoff Control
- [ ] 5. Post-construction Stormwater Management (optional)
- [ ] 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
1a	01	Utilize a public education program to distribute education materials to the community or conduct equivalent outreach activities about the impacts of stormwater and illicit discharges into water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.	**1.** Document & Report the number of public outreach activities conducted in a year, the event that occurred, and include a sample of the literature distributed for the events. Example events include the County Fair, Soda Fest, and Ag-Venture events.	**1.** Years 1-5	Highlands County Engineering Department
			2. Document the number of self-serve pamphlets or flyers distributed to the general public each year.	**2.** Years 1-5	
	02	The County will update their website annually with links to the State and Federal NPDES websites. This will be utilized to educate the public on stormwater runoff, pollutant reduction the public can implement.	1.Document number of views to the NPDES stormwater program page via site.	1. Years 1-5	Highlands County Engineering Department
			2. Document updates to the NPDES website	**2.** Years 1-5	
	03	The County will post educational information/brochures on the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff on its social media page.	**1.** Document and report the number of posts to the County's social media page during the reporting period.	**1.** Years 1-5	Highlands County Engineering Department
			2. Document and report the number of followers/friends the city's social media pages have at the time of post.	**2.** Years 1-5	
	04	The County will install storm drain markers making the public aware that the storm drains discharge to surface waters.	**1.** Document and report the number of storm drain markers installed or replaced.	**1.** Years 1-5	Highlands County Engineering with City of Sebring Public Works Department and Avon Park Public Works

Page # 1 of 8 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

- ☑ 1. Public Education and Outreach
- ☐ 2. Public Involvement/Participation
- ☐ 3. Illicit Discharge Detection/Elimination
- ☐ 4. Construction Site Stormwater Runoff Control
- ☐ 5. Post-construction Stormwater Management (optional)
- ☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
2a	01	Comply with State and local public notice requirements when implementing a public involvement/public participation program. Provide public events to reduce pollutants such as cleanup events, public meetings, and handing out information at widely attended events.	1. Provide an NPDES Phase II program status report to the BOCC at least once per year on Agenda as a Consent item or Action item	1. Years 1-5	City of Sebring Public Works Department
			2. Build a partnership with local municipalities within MS4 (Sebring, Avon Park) to form volunteer Cleanup Program.	2. Year 1	City of Sebring Public Works, Highlands County Engineering, Avon Park Public Works
			3. Document the number of Cleanup events and approximate number of attendees.	3. Years 2-5	City of Sebring Public Works, Highlands County Engineering
			4. Report the weight of debris removed from MS4 as a result of cleanup events.	4. Years 2-5	City of Sebring Public Works, Highlands County Engineering
	02	Distribute informational brochures on stormwater and illicit discharges into the stormwater system. These brochures would be distributed at various community events.	1. Document number of events during the reporting period.	1. Years 1-5	Highlands County Engineering Department
			2. Document number of brochures distributed at each event.	2. Years 1-5	
			3.	3.	
			4.	4.	
	03	The county will hold a semiannual Household Hazardous/E-Waste Collection Day allowing residents to dispose of any waste at the landfill or recycling center. The county advertises the event in newspapers and on their website in advance of the event.	1. Document and report the amount of waste collected.	1. Years 1-5	Highlands County Solids Waste
			2. Document and report the number of participants.	2. Years 1-5	

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APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☑ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
3a	01	Update the storm sewer system map showing the location of all known outfalls and the names and location of all surface waters of the State that receive discharges from those outfalls.	1. The County will maintain the storm sewer system map, documenting new outfalls.	1. Years 1-5	Highlands County Engineering Department
			2.		
			3		
3b	01	Ordinance No. 18-19 effectively prohibits illicit discharges and connections to the County's storm sewer system and gives the County the ability to implement appropriate enforcement procedures and actions.	1. Document changes to the ordinance (18-19-08) specifically related to illicit discharge.	1. Years 1-5	Highlands County Engineering Department
			2	2.	
3c	01	Implement standard operating procedure (SOP) to detect and eliminate non-stormwater discharges, including illegal dumping to the MS4 utilizing SOP generated for inspections.	1. Document inspection of 20% of food, yard maintenance, vehicle repair, or car wash business each year within the MS4 in order to inspect all within a 5 year period.	1. Years 1-5	Highlands County Engineering Department
			2. Document the number detected	2. Years 1-5	
			3. Document the number of code enforcement notifications issued.	3. Years 1-5	
			4.	4. Years 1-5	

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APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

- [x] 1. Public Education and Outreach
- [ ] 2. Public Involvement/Participation
- [ ] 3. Illicit Discharge Detection/Elimination
- [ ] 4. Construction Site Stormwater Runoff Control
- [ ] 5. Post-construction Stormwater Management (optional)
- [ ] 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
3d	01	Inform public employees, businesses, and the general public of hazards associated with illegal dumping to the MS4specifically explaining the illegal stormwater and illicit discharges.	**1.** Provide information to the general public once per year listing at least 3 hazards associated with dumping to the MS4 and document the type of information and quantity of information provided. This is generally achieved through flyers in bills, sending links to NPDES site, and sending links to materials on the County website. Document and report the type and number of outreach materials sent.	**1.** Years 1-5	Highlands County Engineering Department
			2. Provide information to public employees once per year via email or flyer regarding the hazards of illegal MS4 dumping. Document the number of employees who received information.	**2.** Years 1-5	
			3. Target outreach to commercial enterprises via general contractors license renewal, the Economic Development Commission, Chamber of Commerce or a similar means. This may include providing flyers with license renewal or similar means.	**3.** Years 1-5	

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APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

- [x] 1. Public Education and Outreach
- [ ] 2. Public Involvement/Participation
- [ ] 3. Illicit Discharge Detection/Elimination
- [ ] 4. Construction Site Stormwater Runoff Control
- [ ] 5. Post-construction Stormwater Management (optional)
- [ ] 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Departmen
4a	01	The County is currently implementing Ordinance No. 18-19-08 requiring erosion and sediment controls to be used on construction sites greater than an acre, or less than an acre if the construction activity is part of a larger common plan. The ordinance gives the County the ability to implement appropriate enforcement procedures and actions.	**1.** Document and report changes to the adopted ordinance (18-19-08) specifically related to erosion/sediment controls and construction activities.	**1.** Years 1-5	Highlands County Engineering Department
			2	**2.**	
4b	01	Enforce requirements for construction site operators to implement appropriate erosion and sediment control best management practices as required in Ord. 8-19-08. Utilize a standard form to be signed at time of issuance of building permit by contractor that acknowledges the requirements of the construction site operator to implement appropriate erosion and sediment control best management practices in accordance with FDEP criteria.	**1.** Document number of permits issued.	**1.** Years 1-5	Highlands County Engineering Department
			2. Track and report the number of site violations that included Erosion & Sedimentation Control Plans	**2** Years 1-5	
4c	01	Ordinance No. 18-19-08 requires waste controls to be used on construction sites greater than an acre, or less than an acre if the construction activity is part of a larger common plan. The ordinance gives the County the ability to implement appropriate enforcement procedures and actions.	1.Document distribution of a unified written inspection to supervisory level public works and utility field personnel for detection of non-stormwater discharges within the urbanized area.	**1.** Years 1-5	Highlands County Engineering Department
			2. Document and report the number of non-residential building permits issued each year	**2.** Years 1-5	
			3. Document and report the number of violations specific to waste controls.	**2.** Years 1-5	

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APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☒ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
4d	01	Enforce procedures for site plan review that relies on established State of Florida requirements for water quality. Procedures in SOP are referenced in Ordnance 18-19-08 and reference Erosion and Sedimentation Contol through stormwater pollution prevention plans.	1. Number of site plans reviewed and approved in reporting period	1. Years 1-5	Highlands County Engineering Department
			2.	2	
			3		
			4.	4	
4e	01	Enforce procedures for receipt and consideration of information submitted by the public. Website includes phone number for the public to call in and report issues.	1. Document and report number of calls received from regarding construction site issues during reporting period.	1 Years 1-5.	Highlands County Engineering Department
			2. Document and report number of follow up actions.	2. Years 1-5	
			3.	3.	
			4.	4.	
4f	01	Utilize form generated by the County for site inspections to confirm all erosion, sediment, and waste controls are being implemented. Inspections are intended at least three times during construction.	1.Document and report the number of site inspections conducted.	1. Years 1-5	Highlands County Engineering Department
			2. Document and report the number of enforcement actions taken and resolved	2. Years 1-5	
			3.	3.	
			4.	4.	

Page # 6 of 8 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☑ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A	B	C	D
		Description of BMP	**Measurable Goal(s)**	**Schedule for Implementation/Completion**	**Responsible Entity/Department**
5a-c	01	Utilize qualifying alternative program; Highlands County relies on the current SWFWMD and FDEP regulatory criteria by providing stormwater treatment for ERP Permitted projects.	1. Continue to maintain compliance with DEP and WMD criteria.	1. Years 1-5	FDEP/SWFWMD/SFWMD
			2.	2	
			3		
			4.	4	
			1.	1.	
			2.	2.	
			3.	3.	
			4.	4.	
			1.	1.	
			2.	2.	
			3.	3.	
			4.	4.	

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APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

- [x] 1. Public Education and Outreach
- [ ] 2. Public Involvement/Participation
- [ ] 3. Illicit Discharge Detection/Elimination
- [ ] 4. Construction Site Stormwater Runoff Control
- [ ] 5. Post-construction Stormwater Management (optional)
- [ ] 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
6a	01	Continue to implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff from MS4 operator activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance. Utilize Standard MS4 urbanized Area Operating Procedures manual that addresses all of the elements of the BMP.	1. Document and report the number of maintenance fleet yard inspections performed during the reporting period.	1. Years 1-5	Highlands County Engineering Department
			2. Document and report the volume of debris removed from stormwater structures, and the number of structures cleaned, during the reporting period.	2 Years 1-5	
			3 Document and report the maintenance performed at parks and open spaces, including maintenance of swales, during the reporting period.	3. Years 1-5	
			4.	4 Years 1-5	
6a	02	In accordance with Section 403.067, F.S., Highlands County must comply with the adopted provisions of the BMAP and/or implementation plan that specify activities to be undertaken by Highlands County.	1. Continue to participate and implement the scheduled activities defined in the adopted BMAP or implementation plan.	1 Years 1-5.	Highlands County Engineering Department
6b	01	Using training materials that are available from EPA, the Department or other agencies, include employee training to prevent and reduce stormwater pollution from MS4 operator activities. Conduct annual employee training for appropriate employees using training material that is available from FDEP or other agencies. County will use training materials including construction BMPs (erosion/sediment control), illicit discharge, and spill prevention.	1. Document the number of employees trained.	1 Years 1-5.	Highlands County Engineering Department/City of Sebring Public Works Department
			2.	2.	
			3.	3.	
			4.	4.	

Page # 8 of 8 total pages of SWMP Elements Forms attached to the NOI

NPDES ANNUAL REPORT
Phase II MS4 Permit ID # FLR04E148 – HIGHLANDS COUNTY

PHASE II MS4 ANNUAL REPORT for Permit Year: ☒ **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** **Other:** _____

Instructions for completing this form:

- Complete Sections I through V and submit to the Department to fulfill the annual reporting requirement under the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems, Rule 62-621.300(7)(a), F.A.C.
- The numbering and references to Best Management Practices (BMPs) on the Annual Report Form should reflect the information given in the MS4's Notice of Intent (NOI) form previously submitted to the Department. **PLEASE REFER TO ORIGINAL AND APPROVED PHASE II MS4 NOI SUBMITTAL WHILE COMPLETING SECTION II OF THIS FORM.** Proposed changes to the approved SWMP shall be indicated in Section III of this form.
- When complete, submit this Annual Report form to the following address:

  NPDES Stormwater Section
  Florida Department of Environmental Protection
  2600 Blair Stone Road
  M.S. 3585
  Tallahassee, FL 32399-2400.

- Do **NOT** include any attachments **EXCEPT** for Monitoring Data in Section IV, if applicable.

SECTION I. PHASE II MS4 OPERATOR INFORMATION

A.	Name of the Phase II MS4 Operator: **Highlands County Board of County Commissioners**		
B.	Name of the Phase II MS4 Responsible Authority: **Clinton Howerton Jr. , P.E.**		
	Title: **County Engineer**		
	Mailing Address: **505 South Commerce Avenue**		
	City: **Sebring**	Zip Code: **33870**	County: **Highlands**
	Telephone Number: **863-402-6877**		
	E-mail Address:		
C.	Name of the Designated Phase II MS4 Stormwater Management Program Contact: **James D. Langford, P.E.**		
	Title: **Assistant County Engineer**		
	Department: **Engineering Department**		
	Mailing Address: **505 South Commerce Avenue**		
	City: **Sebring**	Zip Code: **33870**	County: **Highlands**
	Telephone Number: **863-402-6877**		
	E-mail Address: **jdlangford@highlandsfl.gov**		
D.	Location of the Phase II MS4 (if different than the mailing address in Section I.C. above):		
	Street Address:		
	City:	Zip Code:	County:

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
1a	01	Utilize a public education program to distribute education materials to the community or conduct equivalent outreach activities about the impacts of stormwater and illicit discharges into water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.	1. Document & report the number of public outreach activities conducted in a year, the event that occurred, and include a sample of the literature distributed for the events. Example events include the County Fair, Soda Fest, and Ag-Venture events.	1. Years 1-5	1. 23 stormwater pamphlets were distributed at the County Fair, 1 event (2/12-2/20).
			2. Document the number of self-serve pamphlets or flyers distributed to the general public each year.	2. Years 1-5	2. Approximately 1,675 brochures were distributed, made available at Chamber, Highlands BoCC, Sebring, and Avon Park. Approximately 1,070 were taken in the reporting period.
	02	The county will update their website annually with links to the State and Federal NPDES websites. This will be utilized to educate the public on stormwater runoff, pollutant reduction the public can implement.	1. Document the number of views to the NPDES stormwater program page via site.	1. Years 1-5	1. The website presently doesn't have tracking capabilities.
			2. Document updates to the NPDES website.	2. Years 1-5	2. No updates to the webpage during reporting period.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
	03	The county will post educational information/brochures on the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff on its social media page.	1. Document and report the number of posts to the county's social media page during the reporting period.	1. Years 1-5	1. Two posts were made to the county's social media page related to pollutants from major storms and National Public Works Week.
			2. Document and report the number of followers/friends the county's social media pages have at the time of post.	2. Years 1-5	2. The county's social media page had 16,098, 17,002 followers/friends each post.
	04	The county will install storm drain markers making the public aware that the storm drains discharge to surface waters.	1. Document and report the number of storm drain markers installed or replaced.	1. Years 1-5	1. Approximately 35 storm drain markers were installed or replaced in Highlands County inlets. There are now a total of 132 markers installed in Highlands County inlets, 65 in Avon Park inlets, and 80 in Sebring inlets with 6 replaced in the current year.
2a	01	Comply with State and local public notice requirements when implementing a public involvement/public participation program. Provide public events to reduce pollutants such as cleanup	1. Provide an NPDES Phase II program status report to the BOCC at least once per year on Agenda as a Consent item or Action item.	1. Years 1-5	1. A status report was provided to the Board in February 2021 approving the work order for further tracking of BMPs.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
		events, public meetings, and handing out information at widely attended events.	2. Build a partnership with local municipalities within MS4 (Sebring, Avon Park) to form volunteer Cleanup Program.	2. Year 1	2. Partnership was made and met twice.
			3. Document the number of Cleanup events and approximate number of attendees.	3. Years 2-5	3. Two cleanup events occurred in 2nd year: Washington Heights (60 attendees, NAACP Org) and Lake Jackson (30 attendees, Sunshine Rotary Org).
			4. Report the weight of debris removed from MS4 as a result of cleanup events.	4. Years 2-5	4. Approximately 6 cubic yards of debris were removed from MS4 as a result of the Washington Heights cleanup events.
	02	Distribute informational brochures on stormwater and illicit discharges into the stormwater system. These brochures would be distributed at various community events.	1. Document number of events during the reporting period.	1.Years 1-5	1. Brochures were distributed at 1 event during the reporting period.
			2. Document number of brochures distributed at each event.	2. Years 1-5	2. 23 brochures were distributed at the event. While more were present, 23 were handed out.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A **BMP Description**	B **Measurable Goal**	**B** **Schedule for Implementation/ Completion**	**C** **Summary of Results**
	03	The county will hold a semiannual Household Hazardous/E-Waste Collection Day allowing residents to dispose of any waste at the landfill or recycling center. The county advertises the event in newspapers and on their website in advance of the event.	1. Document and report the amount of waste collected.	1. Years 1-5	1. 5.88 tons of waste was collected at the semiannual Household Hazardous Collection Day.
			2. Document and report the number of participants.	2. Years 1-5	2. 299 people participated in the semiannual Household Hazardous Collection Day (126, 173).
3a	01	Update the storm sewer system map showing the location of all known outfalls and the names and location of all surface waters of the State that receive discharges from those outfalls.	1. The county will maintain the storm sewer system map, documenting new outfalls.	1. Years 1-5	1. The outfall map was confirmed in year 1 with no new outfalls discovered.
3b	01	Ordinance No. 18-19 effectively prohibits illicit discharges and connections to the County's storm sewer system and gives the County the ability to implement appropriate enforcement procedures and actions.	1. Document changes to the ordinance (18-19-08) specifically related to illicit discharge.	1. Years 1-5	1. No changes were made to the Ordinance specifically related to illicit discharge.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
3c	01	Implement standard operating procedure (SOP) to detect and eliminate non-stormwater discharges, including illegal dumping to the MS4 utilizing SOP generated for inspections.	1. Document inspection of 20% of food, yard maintenance, vehicle repair, or car wash businesses each year within the MS4 in order to inspect all within a 5 year period.	1. Years 1-5	1. The businesses were reviewed and categorized for inspection during Years 2-5. Further updates for actual number of inspections will occur in Year 2.
			2. Document the number detected.	2. Years 1-5	2. Zero (0) illicit discharges were documented in year 1 but 6 sites were notified of potential for discharge that must cease (car wash).
			3. Document the number of code enforcement notifications issued.	3. Years 1-5	3. No code enforcement notifications were noted in Year 1.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
3d	01	Inform public employees, businesses, and the general public of hazards associated with illegal dumping to the MS4 specifically explaining the illegal stormwater and illicit discharges.	1. Provide information to the general public once per year listing at least 3 hazards associated with dumping to the MS4 and document the type of information and quantity of information provided. This is generally achieved through flyers in bills, sending links to NPDES site, and sending links to materials on the County website. Document and report type and total number of outreach materials sent.	1. Years 1-5	1. Flyers were made available to the public in year 1, with a total of 1,625 provided, 10 different types of flyers for differing hazards. 5 specific for car wash sites and hazards associated with dumping. Each business has a targeted flier that will be provided in Years 2-5 at the site visit.
			2. Provide information to public employees once per year via email or flyer regarding the hazards of illegal MS4 dumping. Document the number of employees who received information.	2. Years 1-5	2. Standard employee NPDES training was performed in year 1 for 25 employees on 11/5/2020. 11 City of Sebring attended and 1 City of Avon Park attended.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
			3. Target outreach to commercial enterprises via general contractors license renewal, the Economic Development Commission, Chamber of Commerce or a similar means. This may include providing flyers with license renewal or similar means.	3. Years 1-5	3. NPDES outreach is offered in conjunction with the rotary meetings in year 1 due to limited interaction for licensing. 120 at Avon Park Rotary, 200 at Chamber of Commerce provided.
4a	01	The County is currently implementing Ordinance No. 18-19-08 requiring erosion and sediment controls to be used on construction sites greater than an acre, or less than an acre if the construction activity is part of a larger common plan. The ordinance gives the County the ability to implement appropriate enforcement procedures and actions.	1. Document and report changes to the adopted ordinance (18-19-08) specifically related to erosion/sediment controls and construction activities.	1. Years 1-5	1. The ordinance was reviewed and zero changes were made to the adopted ordinance specifically related to erosion/sediment controls and construction activities.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
4b	01	Enforce requirements for construction site operators to implement appropriate erosion and sediment control best management practices as required in Ord. 18-19-08. Utilize a standard form to be signed at time of issuance of building permit by contractor that acknowledges the requirements of the construction site operator to implement appropriate erosion and sediment control best management practices in accordance with FDEP criteria.	1. Document number of permits issued.	1. Years 1-5	1. 14 building permits were issued within Year 1 for new commercial building site construction.
			2. Track and report the number of site violations that included Erosion & Sedimentation Control Plans.	2. Years 1-5	2. Zero site violations occurred that included erosion & sedimentation control plans.
4c	01	Ordinance No. 18-19-08 requires waste controls to be used on construction sites greater than an acre, or less than an acre if the construction activity is part of a larger common plan. The ordinance gives the County the ability to implement appropriate enforcement procedures and actions.	1. Document distribution of a unified written inspection to supervisory level public works and utility field personnel for detection of non-stormwater discharges within the urbanized area.	1. Years 1-5	1. A standard written inspection form was distributed to public works and utility field personnel for detection of non-stormwater discharges within the urbanized area.
			2. Document and report the number of non-residential building permits issued each year.	2. Years 1-5	2. 14 building permits were issued during Year 1 for new commercial buildings to be construction.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
			3. Document and report the number of violations specific to waste controls.	3. Years 1-5	3. Zero violations specific to waste controls occurred within the Year 1 period.
4d	01	Enforce procedures for site plan review that relies on established State of Florida requirements for water quality. Procedures in SOP are referenced in Ordinance 18-19-08 and reference Erosion and Sedimentation Control through stormwater pollution prevention plans.	1. Number of site plans reviewed and approved during reporting period.	1. Years 1-5	1. 14 building permits that in site plans were approved during the Year 1 period. All included Erosion and Sedimentation BMPs.
4e	01	Enforce procedures for receipt and consideration of information submitted by the public. Website includes phone number for the public to call in and report issues.	1. Document and report number of calls received from regarding construction site issues during reporting period.	1. Years 1-5	1. Zero calls were received regarding construction site issues during reporting period.
			2. Document and report number of follow up actions.	2. Years 1-5	2. Zero follow up actions occurred due to no calls received.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
4f	01	Utilize form generated by the county for site inspections to confirm all erosion, sediment, and waste controls are being implemented. Inspections are intended at least three times during construction.	1. Document and report the number of site inspections conducted.	1. Years 1-5	1. Five sites have been inspected and none found to require enforcement action.
			2. Document and report the number of enforcement actions taken and resolved.	2. Years 1-5	2. No enforcement action required during reporting period.
5a-c	01	Utilize qualifying alternative program; Highlands County relies on the current SWFWMD and FDEP regulatory criteria by providing stormwater treatment for ERP permitted projects.	1. Continue to maintain compliance with DEP and WMD criteria.	1. Years 1-5	1. Compliance was maintained with DEP and WMD criteria.
6a	01	Continue to implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff from MS4 operator activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance. Utilize Standard MS4 Urbanized Area Operating Procedures manual that	1. Document and report the number of maintenance fleet yard inspections performed during the reporting period.	1. Years 1-5	1. One review or each maintenance yard took place. Unit 2 Yard was inspected and stormwater system found to be functional on 9/28/21.
			2. Document and report the volume of debris removed from stormwater structures, and the number of structures cleaned, during the reporting period.	2. Years 1-5	2. Approximately 110 cubic yards of debris were removed from stormwater structures. 109,508 LF of piping, ditches, and structures were cleaned during the reporting period.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
		addresses all of the elements of the BMP.	3. Document and report the maintenance performed at parks and open spaces, including maintenance of swales, during the reporting period.	3. Years 1-5	3. Maintenance was performed 15 times at open spaces during the reporting period, including significant maintenance and cleaning of swales.
6a	02	In accordance with Section 403.067, F.S, Highlands County must comply with the adopted provisions of the BMAP and/or implementation plan that specify activities to be undertaken by the Highlands County.	1. Continue to participate and implement the scheduled activities defined in the adopted BMAP or implementation plan.	1. Years 1-5	1. The schedules activities defined in the adopted BMAP or implementation plan were participated in.
6b	01	Using training materials that are available from EPA, the Department or other agencies, include employee training to prevent and reduce stormwater pollution from MS4 operator activities. Conduct annual employee training for appropriate employees using training material that is available from FDEP or other agencies. County will use training materials including construction BMPs (erosion/sediment control), illicit discharge, and spill prevention.	1. Document the number of employees trained.	1. Years 1-5	1. Employee NPDES training was performed in year 1 for 25 employees on 11/5/2020. 11 City of Sebring attended and 1 City of Avon Park attended.

SECTION III. CHANGES TO STORMWATER MANAGEMENT PROGRAM		
Assess the appropriateness of each BMP that has been implemented and provide a list of changes in the space below. Include proposed changes to BMPs, Measurable Goals, or Implementation Schedules, and justification for changes. Also report new BMPs that have been added to the Stormwater Management Program in this section. Add pages if more room is needed. Include the Element ID as it is listed on the submitted NOI. BMP Number should be indicated as listed on the NOI, unless a new BMP is being proposed. Include Element ID on all extra pages, include BMP number for all changes to BMPs previously listed on NOI.		
Element ID	**BMP Number (where applicable)**	**Proposed Change or New BMP Description and Justification**

SECTION IV. INDEPENDENT MONITORING AND RELIANCE ON ANOTHER ENTITY	
A.	Please indicate whether the Phase II MS4 performed independent monitoring. If yes, please attach monitoring data collected during reporting period. ☐ The MS4 performed independent monitoring during the reporting period, (Attach monitoring results to this Annual Report form). ☒ The MS4 did **NOT** perform independent monitoring during the reporting period.

B. Please indicate which elements of the Stormwater Management Plan the Phase II MS4 is relying on another entity to satisfy. Include New or revised BMP activities that met this criteria. NOTE: These elements should also be listed in Sections II or III of this form.

Element #	BMP #	Name of Responsible Entity

SECTION V. CERTIFICATION STATEMENT AND SIGNATURE			
The Responsible Authority listed in Section I.B. of the Annual Report form must sign the following certification statement:[1] I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Name of Phase II MS4 Responsible Authority (type or print):	James D Langford Jr., P.E.		
Title:	Assistant County Engineer		
Signature:		Date:	12 / 22 / 21

[1] Signatory requirements are contained in Rule 62-620.305, F.A.C.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 4, 2022

PRESENTER: **Clinton Howerton Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to sign Bill of Sale on previously approved trade in of the Landfill's John Deere 1050 Dozer, Asset LF321.**

STATEMENT OF ISSUE

On September 6, 2022, the Commission approved purchase of a new John Deere 850L XLT Crawler Dozer and trade-in of the John Deere asset LF321, 1050 Dozer from the Arbuckle Landfill.

Attached for your review and signature, is a Bill of Sale and Purchase Agreement from Dobbs Equipment to complete the purchase of the John Deere 850L XLT and sale of asset LF321, John Deere 1050 Dozer from the Arbuckle Landfill.

RECOMMENDED ACTION

Move to authorize Board Chair to sign the Bill of Sale acknowledging sale of the Landfill's John Deere 1050 Dozer, Asset LF321, in the amount of $500,000 and Customer Purchase Agreement confirming the intent to purchase a John Deere 850L XLT in accordance with the Customer Purchase Agreement.

FISCAL IMPACT

The fiscal impact is a net decrease to Fund 401 (Solid Waste) and to the overall FY 22/23 budget in the amount of $47,386.00. The County, thru Dobbs Equipment, has a buyer for the county-owned John Deere 1050 Dozer in the amount of $500,000.00 and in turn, the county will be purchasing a John Deere 850L.

Attachments: Letter - Purchase Agreement 09-21-22.pdf
Bill of Sale - Highlands County 1050K SN 1T01050KCMF403547.pdf

DOBBS

EQUIPMENT

Dobbs Equipment, LLC
2730 S Falkenburg Road
Riverview, FL 33578
Phone: 813-620-1000

Ben Richmond
Vice President & CFO

September 21, 2022

Highlands County Commissioners
Finance Accounts Payable
590 S Commerce Avenue
Sebring, FL 33870

RE: Advance Trade in of John Deere 1050K on JD 850L Dozer

Sirs,

Please allow this correspondence to serve as our understanding of the obligation of Dobbs Equipment to provide/deliver a new John Deere 850L Dozer with a trade in of your John Deere 1050K Dozer.

The $500,000 value assigned to the 1050K Dozer that you are trading in will be treated as an advance deposit by Dobbs Equipment and applied to the Counties purchase the 850L Dozer, as represented on the attached John Deere purchase order.

Should inventory availability constraints by Deere & Co. cause Dobbs Equipment to be unable to provide the 850L Dozer in a time agreed to, Dobbs Equipment warrants the return of the $500,000 held as a deposit by Dobbs to Highlands County.

Ben Richmond
VP / CFO

JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

PA# 09139737
PA Revision# Original
Customer Name: HIGHLANDS COUNTY COMMISSIC

PURCHASER NAME AND ADDRESS *(First Signer)*			
NAME(First, Middle, Last) HIGHLANDS COUNTY COMMISSIONERS FINANCE ACCOUNTS PAYABLE			
STREET or RR 590 S COMMERCE AVE			
CITY SEBRING	STATE FL	ZIP CODE 33870	COUNTY Highlands
PHONE NUMBER 863-402-6577	EMAIL ADDRESS jqueen@hcbcc.org		
REWARDS # 993701894			
PURCHASER NAME AND ADDRESS *(Second Signer)*			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Dobbs Equipment, LLC			Dealer Account No. : 175908
STREET or RR 4618 Scarborough Drive			
CITY Lutz	STATE FL	ZIP CODE 33559	Phone Number 813-995-0841
Date Of Order: Sep 14, 2022			
Dealer Order No.:	TYPE OF SALE: ☒ CASH ☐ LEASE ☐ TIME SALE		
PURCHASER TYPE: 4 Use County	MARKET USE CODE: 12 Land Improvement		
Add Purchaser to Mailing List (Check One or More) ☐ Construction ☐ CCE ☐ Utility ☐ Forestry ☐ Government			
PURCHASER IS: ☒ Business ☐ Individual	Purchaser Acct.:		
☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN NO.:			

EXTENDED WARRANTY IS: ☑ Accept ☐ Decline (Initials)	LOCATION OF FIRST WORKING USE :	Use State/Province	COUNTY CODE
	Use County HIGHLANDS	FL	55

Ultimate Uptime Package Purchase: ☐ Yes ☑ No (Initials)

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				JOHN DEERE 850L CRAWLER DOZER			
1	x				BYT10793 Front Striker Field Kit for LGP PAT			
1	x				BYT10795 Trash Rack for 168" PAT Blade			
1	x				BYT10720 Paladin Installation of Front Striker Field Kit for LGP PAT (BYT10793)			
1					fire suppression system			
1					Autolube			
					+ John Deere Extended Warranty : 5 year 7500 comp			
							(1) TOTAL CASH PRICE	$ 452,614 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2021 JOHN DEERE 1050K		1T01050KCMF403547	$ 500,000 00
			(2) TOTAL TRADE-IN ALLOWANCE	$ 500,000 00
			(3) TOTAL TRADE-IN PAY-OFF	$ 0 00
			(4) BALANCE	$ -47,386 00
			(5) Property Tax Recovery	$ 0 00
			(6) SUBTOTAL	$ -47,386 00
			(7) RENTAL APPLIED	$ 0 00
			(8) CASH WITH ORDER	$ 0 00
			(9) BALANCE DUE (6-(7 & 8)	$ -47,386 00

COMMENTS:
It shows that led time is March2023
Price is good until Sept 30, 2022 MN

JD-S 21-01 EFFECTIVE (14July21) U.S.A. ONLY

JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

PA# 09139737
PA Revision# Original

Quote ID: 27431065

Customer Name: HIGHLANDS COUNTY COMMISSIC

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):
I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (https://www.deere.com/en/privacy-and-data/privacy-statements/) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at **http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm**.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:
Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) and understands its terms and conditions.

Purchaser (First Signer)	HIGHLANDS COUNTY COMMISSIONERS FINANCE ACCOUNTS PAYABLE	Signature		Date	
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Dobbs Equipment, LLC	Signature	Matt Reed	Date	9-20-22
Salesperson	HERRON,CARRIE	Signature	Matt Reed	Date	9-20-22

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature

BILL OF SALE

Seller, Highlands County
(name)

of 590 S Commerce Ave Sebring FL 33870
(address)

in consideration of the sum of $500,000.00

Five Hundred Thousand $ (500,000.00) dollars,

receipt of which is acknowledged, hereby sells, assigns and transfers to DOBBS EQUIPMENT, LLC (hereafter referred to as DOBBS EQUIPMENT) of 2730 S Faulkenburg Road, Riverview, FL 33578, the following personal property:

2021 John Deere 1050K Dozer 1T01050KCMF403547

Seller represents and warrants to Buyer that:

(1) Seller is the absolute and lawful owner of the personal property,
(2) the personal property is free and clear of all liens and claims and encumbrances,
(3) Seller has the right to sell the personal property and make this Bill of Sale, and
(4) Seller will defend the personal property against the lawful claims and demands of all persons including the title to the personal property.

Seller shall indemnify and hold harmless DOBBS EQUIPMENT including its subsidiaries and affiliated companies, their officers, agents and employees, against any and all loss, liability, damage and expenses whatsoever including reasonable attorney's fees whether suit be instituted or not by reason of any and all claims and demands made by any person or persons, company or companies, against DOBBS EQUIPMENT concerning said personal property including claimed security interests, liens and ownership rights relating to said personal property.

The validity, construction and interpretation of this Bill of Sale shall be governed by the substantive laws of the State of Florida without regard to principles or conflicts of law.

Any actions or proceedings that arise from, relate to, or concern any term, condition, covenant or element of this Bill of Sale, the obligations, duties and rights thereunder or related thereto and the personal property which is the subject thereof including all actions maintained by or on behalf of Seller and any third party, crossclaim or counterclaim asserted against DOBBS EQUIPMENT shall be brought and maintained exclusively in Riverview, Hillsborough County, Florida.

If more than one person signs this Bill of Sale, all persons signing shall be jointly and separately liable.

Seller has signed this Bill of Sale, or caused this Bill of Sale to be signed by its proper corporate officers and its corporate seal to be affixed on this _____ day of _____ 2022

Seller: _____
(signature-officer/owner) TITLE

Seller: _____
(signature-officer/owner) TITLE

Witness: _____

Witness: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request Approval State Housing Initiative Program (SHIP) Annual Report for 2019-2020 and 20-21.**

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) Grant Year 2019-2020 funds were awarded to the County in 2019 for eligible housing activities in accordance with the adopted Local Housing Assistance Plan (LHAP). The LHAP guidance documents allowed a 2-year period to encumber funds and an additional year to expend in accordance with state rule. The expenditure deadline was on June 30, 2022.
Florida Housing Trust Fund disbursed approximately $46.5 million in SHIP funds. These funds were then allocated to Florida Counties as FY 2019-2020. Highlands County received $350,000 also other funds were used from program income.
Each year, the County submits an annual report for 3 distributions. Generally, 'First received, First expended" the other two are the interim reports. This year the State requested an annual report for 2-year distribution, 2019-2020 and 2020-1021. It is requested that the Board of County Commissioners review and approve the attached Highlands County SHIP Program Grant Years 2019-2020 and 2020-2021 (Interim Year 1) Annual Report for the submission to the Florida Housing Finance Corporation.
Please see Attachment 1 for breakdown of programs by income levels.

RECOMMENDED ACTION

Move to approve The Highlands County Ship Program Annual Report for 2019-2020 And 2020-2021.

FISCAL IMPACT

No fiscal impact

Attachments: ShipAnnualReport (2)19-20 unsubmitted 9-15-22.pdf
Attachment I Income Level Breakdown 2019-2020.pdf
arcert2015.pdf

Title: SHIP Annual Report

Report Status: Unsubmitted

Highlands County FY 2019/2020 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Down Payment Assistance	$225,111.34	20				
3	Rehabilitation	$252,661.44	15				
5	Disaster Assistance	$3,779.81	3				
6	Emergency Repair	$17,871.67	4				
7	Foreclosure Prevention	$2,777.36	1				
	Homeownership Totals:	**$502,201.62**	**43**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Rental Totals:						
	Subtotals:	**$502,201.62**	**43**				

Additional Use of Funds

Use	Expended
Administrative	$35,000.00
Homeownership Counseling	
Admin From Program Income	$9,791.16
Admin From Disaster Funds	

Totals:	**$546,992.78**	**43**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$350,000.00
Program Income (Interest)	$10,281.89
Program Income (Payments)	$185,541.48
Recaptured Funds	$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	$7,247.87
Total:	**$553,071.24**

*** Carry Forward to Next Year: $6,078.46**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	319	375	543	684	766
VLI	462	495	595	686	766
LOW	740	792	951	1,098	1,226
MOD	1,110	1,189	1,428	1,648	1,839
Up to 140%	1,295	1,387	1,666	1,923	2,145

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$502,201.62	16.29%
Public Moneys Expended	$.00	.00%
Private Funds Expended	$2,543,678.00	82.50%
Owner Contribution	$37,511.21	1.22%
Total Value of All Units	$3,083,390.83	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$502,201.62	$357,247.87	140.58%	65%
Construction / Rehabilitation	$495,644.45	$357,247.87	138.74%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	$110,704.58	20.02%
Very Low	$62,399.39	11.28%
Low	$227,812.56	41.19%
Moderate	$101,285.09	18.31%
Over 120%-140%	$.00	.00%
Totals:	$502,201.62	90.80%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$110,024.77	9	$679.81	1	$110,704.58	10
Very Low	$60,899.39	6	$1,500.00	1	$62,399.39	7
Low	$226,212.56	16	$1,600.00	1	$227,812.56	17
Moderate	$101,285.09	9		0	$101,285.09	9
Over 120%-140%		0		0	$.00	0
Totals:	$498,421.81	40	$3,779.81	3	$502,201.62	43

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Down Payment Assistance	Unincorporated	2	2	4	7		15
Down Payment Assistance	Avon Park		1	1	1		3
Down Payment Assistance	Sebring			1	1		2
Rehabilitation	Sebring	3		2			5
Rehabilitation	Unincorporated	2	1	5			8
Rehabilitation	Avon Park		1	1			2
Emergency Repair	Sebring			1			1
Emergency Repair	Avon Park		1				1
Emergency Repair	Unincorporated	1		1			2
Foreclosure Prevention	Unincorporated	1					1
Disaster Assistance	Sebring			1			1
Disaster Assistance	Avon Park		1				1
Disaster Assistance	Unincorporated	1					1
	Totals:	**10**	**7**	**17**	**9**		**43**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Down Payment Assistance	Unincorporated	1	5	6	3	15
Down Payment Assistance	Avon Park		1	1	1	3
Down Payment Assistance	Sebring		1	1		2
Rehabilitation	Sebring		3	1	1	5

Rehabilitation	Unincorporated		2	2	4	8
Rehabilitation	Avon Park				2	2
Emergency Repair	Sebring		1			1
Emergency Repair	Avon Park				1	1
Emergency Repair	Unincorporated		1		1	2
Foreclosure Prevention	Unincorporated			1		1
Disaster Assistance	Sebring		1			1
Disaster Assistance	Avon Park			1		1
Disaster Assistance	Unincorporated		1			1
	Totals:	**1**	**16**	**13**	**13**	**43**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Down Payment Assistance	Unincorporated	4	8	3	15
Down Payment Assistance	Avon Park	1	1	1	3
Down Payment Assistance	Sebring		2		2
Rehabilitation	Sebring	2	3		5
Rehabilitation	Unincorporated	1	7		8
Rehabilitation	Avon Park		2		2
Emergency Repair	Sebring		1		1
Emergency Repair	Avon Park		1		1
Emergency Repair	Unincorporated	1	1		2
Foreclosure Prevention	Unincorporated		1		1
Disaster Assistance	Sebring			1	1
Disaster Assistance	Avon Park		1		1
Disaster Assistance	Unincorporated			1	1
	Totals:	**9**	**28**	**6**	**43**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Down Payment Assistance	Unincorporated	4	3	8				15
Down Payment Assistance	Avon Park	1		2				3
Down Payment Assistance	Sebring			2				2

Rehabilitation	Sebring	1		4				5
Rehabilitation	Unincorporated	2	3	3				8
Rehabilitation	Avon Park	1	1					2
Emergency Repair	Sebring			1				1
Emergency Repair	Avon Park	1						1
Emergency Repair	Unincorporated	1		1				2
Foreclosure Prevention	Unincorporated	1						1
Disaster Assistance	Sebring	1						1
Disaster Assistance	Avon Park	1						1
Disaster Assistance	Unincorporated			1				1
	Totals:	**14**	**7**	**22**				**43**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Down Payment Assistance	Unincorporated	1		3	4
Down Payment Assistance	Avon Park			1	1
Down Payment Assistance	Sebring				0
Rehabilitation	Sebring			1	1
Rehabilitation	Unincorporated			3	3
Rehabilitation	Avon Park			2	2
Emergency Repair	Sebring				0
Emergency Repair	Avon Park			1	1
Emergency Repair	Unincorporated			1	1
Foreclosure Prevention	Unincorporated				0
Disaster Assistance	Sebring				0
Disaster Assistance	Avon Park				0
Disaster Assistance	Unincorporated				0
	Totals:	**1**		**12**	**13**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Down Payment Assistance	Retail Sales	52,900.00	3
Down Payment Assistance	Nurse/Healthcare	18,956.66	2
Down Payment Assistance	Military Veteran	6,493.00	1

Down Payment Assistance	Government Employee	34,685.00	2
Down Payment Assistance	Building Trades	29,968.79	3
Down Payment Assistance	Service Industry	10,332.30	1
Down Payment Assistance	Educator/School Employee	8,491.59	1
Rehabilitation	Service Industry	41,796.58	3
Rehabilitation	Educator/School Employee	28,353.30	1
Rehabilitation	Nurse/Healthcare	17,198.68	1
Emergency Repair	Service Industry	3,000.00	1
Disaster Assistance	Service Industry	3,779.81	3

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Adopted	1998
Ongoing review process		Required	Adopted	1998
Impact fee modifications		AHAC Review	Adopted	2008
Other	Affordable and Workforce Housing	AHAC Review	Adopted	2008

Support Services

Purchase assistance applicants received pre-purchase education and guidance. Housing staff either on the phone or on a one on one basis, explains the SHIP Strategies and the steps to home buying.

Other Accomplishments

Housing is working with Highlands County Housing Authority to complete the development of 51 units for affordable housing, Willie Downs Villas project.

Availability for Public Inspection and Comments

The Annual Report is made available for public inspections at the Housing Office located at 501 S. Commerce Ave. Sebring, FL. Monday through Friday from 8:00am to 5:00pm. Posted on our County's website as of August 21, 2019

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **22**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.00**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0.00**

Strategies and Production Costs

Strategy	Average Cost
Disaster Assistance	$1,259.94
Down Payment Assistance	$11,255.57
Emergency Repair	$4,467.92
Foreclosure Prevention	$2,777.36
Rehabilitation	$16,844.10

Expended Funds

Total Unit Count: **43** Total Expended Amount: **$502,201.62**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Down Payment Assistance	Kaarlo Saario	4516 Westminster Rd	Sebring	33875	$15,000.00	
Down Payment Assistance	Manci Hidalgo	24 Forrest Hill Ct.	Avon Park	33825	$11,456.66	
Down Payment Assistance	Brenita Grant	3912 Cortez Blvd.	Sebring	33872	$10,500.00	
Down Payment Assistance	Oliver Denson	4716 Date Palm Dr	Sebring	33870	$6,493.00	
Down Payment Assistance	Maria Brenes	2000 N Martin Rd.	Avon Park	33825	$15,000.00	
Down Payment Assistance	Jorge Luis Muniz-Roman	2241 Avalon Rd.	Sebring	33872	$9,300.00	
Down Payment Assistance	Joan Napoles	708 W. Oak Lane St.	Avon Park	33825	$4,000.00	
Down Payment Assistance	Davina Morris	4820 Date Palm Dr.	Sebring	33870	$10,332.30	
Down Payment Assistance	Omayra Maldonado	1025 LaGrande Blvd.	Avon Park	33825	$17,975.00	
Down Payment Assistance	Roxana Sustaita	4614 Howard St.	Sebring	33870	$8,491.59	
Down Payment Assistance	Jose Soto-Arocho	1616 Cedarbrook St.	Lake Placid	33852	$7,500.00	

Down Payment Assistance	Orlando Laureano-Figueroa	1742 Evangeline Ave.	Sebring	33870	$11,668.79	
Down Payment Assistance	Angel Algarin	250 Comquat Rd. NW	Lake Placid	33852	$19,925.00	
Down Payment Assistance	Julian Santiago	333 W Peabody Cir.	Avon Park	33825	$12,284.00	
Down Payment Assistance	Toiya Pagan	647 Challenger St. NW	Lake Placid	33852	$7,500.00	
Down Payment Assistance	Terri Lynn Bledsoe	3023 Minner Ave.	Lake Placid	33852	$10,000.00	
Down Payment Assistance	Steven Acosta	945 Breezy Rd.	Lake Placid	33852	$10,000.00	
Down Payment Assistance	Andres Diaz	210 Loon Ave.	Sebring	33872	$9,000.00	
Down Payment Assistance	Hector Serrano	389 Arbuckle Blvd.	Avon Park	33825	$9,000.00	
Down Payment Assistance	Lisa Hollingsworth	10709 S. Orange Blossome Blvd.	Sebring	33876	$19,685.00	
Rehabilitation	Stephen Lozada	1629 Wolfe Dr	Sebring	33870	$24,413.84	
Rehabilitation	Maria Gerena	2761 W Metuchen Rd	Avon Park	33825	$19,550.09	
Rehabilitation	Julixa Robinson	3760 Sebring Parkway	Sebring	33870	$1,324.96	
Rehabilitation	Theresa Williams	114 Cochran Dr.	Lake Placid	33852	$28,353.30	
Rehabilitation	Jessie Alvarez	805 N. Anoka Ave	Avon Park	33825	$19,514.26	
Rehabilitation	Helen White	144 Anderson St	Lake Placid	33852	$15,442.13	
Rehabilitation	Pedro Ruiz	118 Tangerine Rd	Lake Placid	33852	$16,057.78	
Rehabilitation	Tracey Rivero	1501 Mulberry Ave.	Lake Placid	33852	$10,818.58	
Rehabilitation	William Brown	504 W Hal McCrae Blvd.	Avon Park	33825	$8,347.71	
Rehabilitation	Debbie Hughes	2213 Avalon Rd	Sebring	33870	$17,198.68	
Rehabilitation	Gissel Martinez	3560 Ellington Ave.	Sebring	33870	$24,559.51	
Emergency Repair	Julixa Robinson	3760 Sebring Parkway	Sebring	33870	$3,000.00	
Emergency Repair	Jessie Alvarez	805 N. Anoka Ave	Avon Park	33825	$5,450.00	
Rehabilitation	Kim McIntyre	1705 Roseland Ave	Sebring	33870	$10,415.00	
Emergency Repair	Joan McHugh	2322 Greshem St	Sebring	33875	$5,436.64	
Emergency Repair	Jessica Ortiz	216 Prado Ct.	Sebring	33870	$3,985.03	
Rehabilitation	Jessica Ortiz	216 Prado Ct.	Sebring	33870	$27,679.43	
Rehabilitation	Elsa Diaz	3003 Villa Rd	Sebring	33870	$24,868.40	
Foreclosure Prevention	Janine Korpa	3206 Biri Ave.	Lake Placid	33852	$2,777.36	
Rehabilitation	Janine Korpa	3206 Biri Ave.	Lake Placid	33852	$4,117.77	

Disaster Assistance	Melinda Burns	3330 Ellington Ave.	Sebring	33870	$1,600.00	
Disaster Assistance	Rhonda Rowe	917 W Walnut St	Avon Park	33825	$1,500.00	
Disaster Assistance	Maria Diaz	205 S. Sun N Lake Blvd	Lake Placid	33852	$679.81	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Highlands County Housing	Local Government	All	Full Implementation of Housing Programs	$35,000.00
Highlands County Housing	Local Government	All	Full Implementation of Housing Programs	$9,791.16

Program Income

Program Income Funds	
Loan Repayment:	$185,541.48
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$10,281.89
Total:	**$195,823.37**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	95
Approved	64
Denied	31

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 132,085.15

Or

Not Applicable

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
1	Down Payment Assistance	$37,777.00	4		
3	Rehabilitation	$102,379.58	6		
6	Emergency Repair	$3,985.03	1		
7	Foreclosure Prevention	$2,777.36	1		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(1) Down Payment Assistance	Receiving Veterans Disability Benefits	$6,493.00	1		
(1) Down Payment Assistance	Receiving Social Security Disability Insurance	$21,284.00	2		
(1) Down Payment Assistance	Receiving Supplemental Security Income	$10,000.00	1		
(3) Rehabilitation	Receiving Social Security Disability Insurance	$54,524.60	3		
(3) Rehabilitation	Receiving Veterans Disability Benefits	$16,057.78	1		
(6) Emergency Repair	Receiving Supplemental Security Income	$3,985.03	1		
(3) Rehabilitation	Receiving Supplemental Security Income	$31,797.20	2		
(7) Foreclosure Prevention	Receiving Supplemental Security Income	$2,777.36	1		

Provide a description of efforts to reduce homelessness:

Housing staff works with other agencies, such as the Homeless Coalition, Habitat of Highlands County, United Way, Salvation Army, Volunteers of America, Hands for Homeless and local faith organizations. Housing staff is part of the Highlands County Homeless Task Force. Recently added the Rapid Re-Housing strategy to assist with security deposit, 1st month rent and utility deposits.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution		
Program Income	$17,218.67	
Program Funds Expended	$267,161.40	
Program Funds Encumbered	$60,025.00	
Total Administration Funds Expended		
Total Administration Funds Encumbered		
Homeownership Counseling		
Disaster Funds		
65% Homeownership Requirement	$327,186.40	N/A
75% Construction / Rehabilitation	$315,366.64	N/A
30% Very & Extremely Low Income Requirement	$66,833.41	388.15%
30% Low Income Requirement	$169,684.00	985.47%
20% Special Needs Requirement	$145,418.64	N/A
Carry Forward to Next Year		

LG Submitted Comments:

Attachment I

GRANT YEAR 2018-2019

Down Payment Assistance	Extremely Low Inco	Very Low Income	Low Income	Moderate Income
Number of Clients Assisted	2	3	6	9
Average Amount Assisted	$ 9,150.00	$ 6,811.00	$ 14,172.21	$ 11,253.90
Average Purchase Price	$ 132,375.00	$ 105,333.33	$ 131,608.83	$ 141,255.56
Rehabilitation				
Number of Clients Assisted	5	2	8	0
Average Amount Assisted	$ 16,702.14	$ 17,478.20	$ 16,774.29	$ -
Average Home Value	$ 46,297.40	$ 42,113.50	$ 80,813.00	$ -
Emergency Repair				
Number of Clients Assisted	1	0	3	0
Average Amount Assisted	$ 5,450.00		$ 4,140.56	
Average Home Value	$ 54,297.00		$ 69,528.00	
Foreclosure Intervention	1		$2,775.36	

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Highlands County Board County Commissioners (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2019-2020 and interim years 2020-2021.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.00.

Staff Member responsible for submitting annual report to FHFC: Lucy Castillo

_____ _____

Witness Signature Date Chief Elected Official or Designee Signature Date

_____ _____

Witness Printed Name Chief Elected Official or Designee Printed Name

_____

Witness Signature Date

_____

Witness Printed Name

or

ATTEST (Seal)

_____

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Leah Sauls, Development Services Director**

SUBJECT/TITLE: **Request approval of the proposed Change Order for the Fall Prep Lacrosse Showcase amending the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the date of the event to October 15-16, 2022.**

STATEMENT OF ISSUE

The Tourist Development Council on April 28, 2022 at the regularly scheduled meeting recommended to award Airstream Ventures, LLC a New Event Grant of up to $40,000 in year #1 (2022) for the Fall Prep Girls Lacrosse Showcase to be held on September 17-18, 2022. Due to the lacrosse teams being impacted by increasing COVID cases and some teams being selected for an all-star, elite event on the same date, the event organizer has requested to change the event from girls to boys and the event date. The Change Order amends the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the event date from September 17-18, 2022 to October 15-16, 2022.

RECOMMENDED ACTION

Move to approve the proposed Change Order for the Fall Prep Lacrosse Showcase amending the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the date of the event to October 15-16, 2022.

Attachments: Change Order 1 Fall Prep Lacrosse _ Airstream.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
CHANGE ORDER 1

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 3832-010 BAYMEADOWS RD., JACKSONVILLE, FL 32217
EIN NO: 83-1228981

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY and AIRSTREAM VENTURES, LLC., dated July 5, 2022, the Contract is hereby amended as follows:

Attachment A referenced in paragraph 1 of the Compensation section of the Contract is hereby deleted in its entirety and replaced with **Exhibit "A"** attached hereto.

All other terms and conditions of the Contract shall remain unchanged.

Dated this 22 day of ~~October~~ September 2022.

AIRSTREAM VENTURES, LLC.

By: A. V
Print: Alan Verlander
Title: CEO

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of ~~~~ as the CEO of AIRSTREAM VENTURES, LLC.,, who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced ~~~~ as identification, and who did/did not take an oath this 22 day of September, 2022.

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

K. Grayson
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk

APPLICATION GENERAL INSTRUCTIONS
The application **must be completely filled out**. Not Applicable or N/A should be marked as appropriate.

Copies of the following items must be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed Marketing Plan for the Event. This plan must outline product (event); market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.
- Business plan outlining how the re-occurring event will increase out-of-county attendees each year
- Example of proposed Visitor/Attendee Survey

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: 2022: $20,000 (grant) + $20,000 (1000 verified room nights) = $40,000
2023: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000
2024: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: Fall Prep ~~Girls~~ Boys Lacrosse Showcase
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? **No**
   >If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: 2022: $40,000 - 2023: $30,000 - 2024: $ 30,000

9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

(Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)
Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:
TBD

IV. Event Specific Information

1. Event name: Fall Prep ~~Girls~~ Boys Lacrosse Showcase
2. Type of event: Sports/Tournament
3. Dates of Event: October 15-16, 2022
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 2 Hours: 20+
6. Projected number of out of town participants: Out of state: 500
   In-state: 100
7. Projected number of attendees per day: 1000-1300
8. Projected number of media, staff, officials:
   Out of state: 6
   In-state: 15
9. Event/Project promoter (if other than Applicant):
   Name of promoter: Tom West
   Company name:
   Contact name: Tom West
   Address:
   Phone: (386)931-8503
   Email:
   Website:

V. Event Admission Price (if applicable) $10

VI. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 2022: 1000 2023: 1000 2024: 1000

VII. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? (*Please answer each question or your application will be deemed incomplete*).
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

VIII. Provide the previous year's event information, (if applicable):

Previous Event or Project:
Date:
Location:
Total Room Nights:
Contact Name/Phone:
Funding amount awarded:
Economic Impact (If available):

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Please see attached budget	
Visit Sebring/TDC Funding Request	$40,000
TOTAL INCOME ALL SOURCES	$50,500

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Speakers, Signage, Insurance, etc.)	**Expense Amount**
Please see attached budget	
TOTAL EVENT EXPENSES	$48,5000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Signage	$1,500
Venue Rentals	$10,000
Officials/Trainers	$17,250
Marketing (paid social)	$3,250
Equipment Rentals	$5,000
Promotional Items	$3,000
TOTAL TDC EXPENSES	**$40,000**

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

- This application is being submitted at least four months (120 days) prior to the event start.
  Date of Event: October 15-16,2022
  Date of Application: September 13, 2022
- I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on December 17, 2022 (date 60 days after event ends).
- I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by September 20, 2022 (date one week after the application is submitted to and accepted by the Tourism Office)
- I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.
- I have included an IRS **W-9 Form** and a copy of the Florida Division of Corporations form with the application.
- I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.
- I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.
- I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.
- Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.
- Reimbursement will only be provided at a rate of $20/verified room night. And all funds will only be reimbursed after the event is complete.
- The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

_____ Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding for Verified Rooms. (page 9)

_____ Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

_____ Applicant's W-9 tax form is included with the application.

_____ Applicant has included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

_____ Applicant has included a detailed **Marketing Plan** for the Event.

_____ Applicant has included a sample **Attendee Survey** for the Event.

_____ As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Report for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

_____ Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

_____ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

_____ Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

_____ Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: _____

Title: CEO *Date:* 9/15/22

Authorized Agent Signature: Alan Verlander

CRITERIA FOR EVALUATION OF APPLICATIONS
New Event Grant Program

Applications will be scored by TDC staff with a maximum score of one hundred (100) points per applicant. These staff scores will accompany the grants when presented to the TDC for voting. To be eligible for maximum funding based on scores, the Event must score at least an 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

I. Commitment to the Expansion of Tourism in Highlands County – Maximum 25 points
Purpose: Grant will be evaluated based on evidence of the overall tourism impact of out-of-county tourists. Expectation of the required number of estimated overnight room nights & event attendees should be shown & supported by the event marketing plan & any previous event attendee history.

1. High Impact (25 points): Multi-day event that expects to attract 700+ estimated overnight room nights and/or 5,000+ attendees with verification that at least 20% of attendees reside outside Highlands County
2. Medium Impact (15 points): Multi-day event that expects to attract 250+ estimated overnight room nights and/or 2,500+ attendees with verification that at least 10% of attendees reside outside Highlands County.
3. Low impact (5 points): Multi-day event that expects to draw less than 250 estimated overnight room nights and at least 500 attendees with no verified information of how many attendees reside outside Highlands County.

II. Soundness of Proposed Event – Maximum 25 points
Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out-of-county advertising plan. Please use the SMART Objective Worksheet (on page 9) to complete this section.

1. Objectives are clearly defined on SMART Objective Worksheet (5 points)
2. Objectives are not defined well or not defined on SMART Objective Worksheet (0 points)

Additional Funding Sources/Budget

1. Specific additional funding sources defined on application & confirmed for funding (10 points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

Out of County Advertising/Marketing Plan
A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, budget and metrics/measureables.

1. Specifically defined on the application (10 points)
2. Identified but not specifically defined on the application (5 points)
3. Not defined on the application (0 points)

III. Stability and Management Capacity – Maximum 25 points

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacity of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

Digital Presence – Considerations - How well is the applying event represented on online, digital platforms designed to attract tourists? For example, does the applying event describe the destination in an enticing way to attract visitors? Does the applying event provide a host hotel or hotel recommendations? Does the applying event suggest other activities to do in the area?

a. Event has a mobile-friendly website that is current on website design trends and actively posting quality content (at least once a week) on at least one social media channel as the event itself (not host organization) (10 points)
b. Has event-specific website with event specific URL and an Event Page on Facebook (5 points)
c. No event-specific website or social media presence (0 points)

Event History Documentation – Consideration - For past events hosted by Applicant and funded by the TDC, were all TDC grant documentation requirements submitted and adhered to as published in policy?

1. All documentation was properly submitted and grant funds were appropriately used as outlined in the grant request (10 points)
2. Documentation was submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
3. Documentation was not submitted as required and/or grant funds not used as agreed. (0 points)

Visitor Survey – Considerations - Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

1. Yes, a sample survey was included in the application with an agreement to share zip code information with the TDC post-event. Survey should capture attendee information that is helpful to capture visitor data, such as home zip code, feedback on event, length of stay in destination, quality of experience, location of stay at hotel or other accommodations, etc. (5 points)
2. No survey planned (0 points)

IV. Quality of Proposed Event – Maximum of 25 points

Purpose: The grant request is evaluated based on the event's attraction of visitors to Highlands County with a high-quality guest experience (prior to arrival through departure) thereby providing a significant economic benefit to Highlands County.

1. High Impact – Recurring event with increasing levels of participation and significant economic impact. Event uses a systemic approach to data collection and analysis, such as attendee survey, hotel room night verifications, data capturing website and digital communication with evaluations, etc. (25 points)

2. Medium Impact – Recurring event with steady level of participation and economic impact. Has digital presence but not capturing or evaluating data in an effort to attract more visitors. (15 points)

3. Low impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact to the county OR a recurring event with a declining level of participation, low economic impact to the county, and no or very little digital presence. (5 points)

Bonus Points

Up to 10 additional points may be earned for submission of a quality Special Event Emergency Response Plan. Submissions should include traffic and parking plans, inclement weather plan; security plans; evacuation plans; hazard identification and mitigation tactics; identified leadership roles, responsibilities and reporting relationships; emergency response procedures; etc.

For all questions related to the New Event Grant Program and the application, please contact Lori Krinkey at the Highlands County Tourist Development Council (TDC) at LKrinkey@HighlandsFL.gov. or call (863) 402-6909.

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the commuinity.

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	Driving people to downtown Sebring throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Sebring as an area on the rise.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Tom West has been connected to the Lacrosse community for years and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebrings vision as a destination and encourage more events to come to the area.
.Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Final Goal:

Increase tourism and create a lasting event in Sebring.

Fall Prep Lacrosse Showcase Budget
October 15-16, 2022
Sebring, FL

Revenue		
Ticket Revenue	$	10,000.00
Concessions/Food Truck	$	500.00
TDC Grant	$	20,000.00
Room Rebate	$	20,000.00
TOTAL REVENUE	**$**	**50,500.00**
Expenses		
Venue Rental	$	10,000.00
Officials	$	11,500.00
Marketing	$	3,250.00
Equipment Rentals	$	5,000.00
Promotional Items	$	3,000.00
Apparel	$	1,500.00
Insurance	$	2,500.00
Trainers	$	5,750.00
Travel	$	2,000.00
Staffing	$	3,000.00
Signage	$	1,000.00
TOTAL EXPENSES	**$**	**48,500.00**
NET	**$**	**2,000.00**

Fall Prep ~~Girls~~ Boys Lacrosse Showcase

Business Plan:

For the Fall Prep ~~Girls~~ Boys Lacrosse Showcase our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

"Being involved with Florida lacrosse from its early roots and seeing the way it's grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has," said West. "I'm looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that's what this team is all about."

West will help lead Crabs' efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClernan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida's best players the chance to learn from their peers and compete against the nation's best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Girls Lacrosse Showcase is an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants that will be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Highlands County
    - Airstream Ventures will work with Visit Sebring on creating this material to send out

Marketing Plan:

- A first-class lacrosse tournament experience that drives people to your destination
    - Average 600-800 players with more than 1,200 visitors, producing 1000 room nights
- Marketing of your destination to high school lacrosse teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

Post-Event Attendee Survey

1. Where did you stay while in Sebring Area/Highlands County?

   _____

2. How many nights were you here?

   _____

3. What did you do during your stay?

   _____

4. Did you attend any restaurants while visiting?

   _____

5. Is there anything you did not like about Highlands County?

   _____

6. Would you visit Highlands County again?

   _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Airstream Ventures, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3832-010 Baymeadows Road, #101

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32217

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[8][3] - [1][2][2][8][9][8][1]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Alan Verlander* Date ▶ 09/29/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Alan Verlander

Date: 9/15/22

By: _____
(Signature)

Its:

(Title)
State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as CEO (title) of Airstream Ventures (applicant) to me well known or produced identification Drivers license (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date) 9/19/21

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request to approve the Subordination of Right of Reversion to Highlands County Habitat for Humanity Inc. for the Mason's Ridge Neighborhood Community.**

STATEMENT OF ISSUE

In the summer of 2009, the site for the Mason's Ridge Neighborhood Community was transferred from the Heartland Community Land Trust, Inc. (Trust) to Highlands County Habitat for Humanity, Inc (Habitat). The Trust is no longer an operating corporation. As part of the closing out of that corporation, the reversionary interest held by Heartland Community Land Trust, Inc. was transferred to the Board of County Commissioners.

On February 15, 2011, the Highlands County Board of County Commissioners (Board) approved a Resolution to accept the technical revisions of the Hurricane Housing Assistance Plan (HHAP) requiring construction and occupancy of at least 12 units at Mason's Ridge by June 30, 2011.

Today, the Board is being asked to approve a Subordination of Reversion for Mason's Ridge Subdivision. Heartland National Bank is in the process of modifying the mortgages with Highlands County for the Mason's Ridge Subdivision and is requesting that the County subordinate their Right of Reversion.

RECOMMENDED ACTION

Move to approve the Subordination of Right of Reversion to Highlands County Habitat for Humanity Inc. for the Mason's Ridge Neighborhood Community.

Attachments: Habitat Subordination of Right of Reversion 2.pdf

Prepared by and Return to:
E. Mark Breed III
E. Mark Breed III, P.A.
325 North Commerce Ave
Sebring, Fl 33870

SUBORDINATION OF RIGHT OF REVERSION

WHEREAS, by that certain deed dated July 23, 2009, as recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida, the property described therein was conveyed by HEARTLAND COMMUNITY LAND TRUST, INC., a Florida not-for-profit corporation, ("TRUST") to HIGHLANDS COUNTY HABITAT FOR HUMANITY, INC., a Florida not-for-profit corporation, ("HABITAT"), whose address is 459 South Commerce Ave., Sebring, Florida 33870, subject to a right of reversion retained by TRUST; and

WHEREAS, HABITAT, has entered into a Construction Loan Agreement dated August 24, 2010, (the "Construction Loan Agreement") with HEARTLAND NATIONAL BANK, a national banking corporation, ("BANK"), whose address is 320 U.S. Highway 27 North, Sebring, Florida 33870, for a construction loan in the amount not to exceed the principal sum of $750,000.00 (the "Construction Loan") to fund Phases I and II of the Mason's Ridge project, secured by a Mortgage dated August 24, 2010, recorded at O.R. Book 2252, Page 209, of the Public Records of Highlands County, Florida, as modified by Modification of Mortgage dated August 24, 2011, recorded at O.R. Book 2320, Page 372, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2012, recorded at O.R. Book 2345, Page 990, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2013, recorded at O.R. Book 2398, Page 334, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2014, recorded at O.R. Book 2462, Page 455, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2016, recorded at O.R. Book 2551, Page 1434, of the Public Records of Highlands County, Florida, as further modified by Modification of Mortgage dated August 24, 2018, recorded at O.R. Book 2658, Page 452, and as further modified by Modification of Mortgage dated August 24, 2020, recorded at O.R. Book 2786, Page 749, of the Public Records of Highlands County, Florida, and as further modified by Modification of Mortgage dated _____, recorded at O.R. Book _____, Page _____, of the Public Records of Highlands County, Florida; and

WHEREAS, TRUST, by Quit Claim Deed dated January 21, 2011, recorded in O.R. Book 2269, Page 1155, of the Public Records of Highlands County Florida, transferred to BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, ("COUNTY"), whose address is 600 South Commerce Ave., Sebring, Florida 33870, all right, title, and interest, in and to the real property described therein, including, but not limited to, all rights of reversion retained by TRUST, in the Warranty Deed recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida; and

WHEREAS, by Partial Release of Reversionary Interest dated June 21, 2011, recorded in O.R. Book 2287, Page 672, of the Public Records of Highlands County, Florida, COUNTY released and terminated sub-paragraphs b., c., d., e., and f. of the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida; and

WHEREAS, by Partial Release of Reversionary Interest dated February 14, 2012, recorded in O.R. Book 2314, Page 1774, of the Public Records of Highlands County, Florida, COUNTY released and terminated sub-paragraph a. of the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book 2200, Page 438, of the Public Records of Highlands County, Florida; and

WHEREAS, HABITAT, has requested that COUNTY subordinate the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book 2200, Page 438, to the Mortgage dated August 24, 2010, recorded at O.R. Book 2252, Page 209, as modified by

the Modification of Mortgage dated August 24, 2011, recorded at O.R. Book 2320, Page 372, as further modified by Modification of Mortgage dated August 24, 2012, recorded at O.R. Book 2345, Page 990, as further modified by Modification of Mortgage dated August 24, 2013, recorded at O.R. Book 2398, Page 334, as further modified by Modification of Mortgage dated August 24, 2014, recorded at O.R. Book 2462, Page 455, as further modified by Modification of Mortgage dated August 24, 2016, recorded at O.R. Book 2551, Page 1434, as further modified by Modification of Mortgage dated August 24, 2018, recorded at O.R. Book 2658, Page 452, as further modified by Modification of Mortgage dated August 24, 2020, recorded at O.R. Book 2786, Page 749, and as further modified by Modification of Mortgage dated _____, recorded at O.R. Book ____, Page ____, all of the Public Records of Highlands County, Florida.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY hereby subordinates the retained right of reversion contained in numbered paragraph 4 of that certain Warranty Deed dated July 23, 2009, recorded in O.R. Book 2200, Page 438, to the Mortgage dated August 24, 2010, recorded at O.R. Book 2252, Page 209, as modified by the Modification of Mortgage dated August 24, 2011, recorded at O.R. Book 2320, Page 372, as further modified by Modification of Mortgage dated August 24, 2012, recorded at O.R. Book 2345, Page 990, as further modified by Modification of Mortgage dated August 24, 2013, recorded at O.R. Book 2398, Page 334, as further modified by Modification of Mortgage dated August 24, 2014, recorded at O.R. Book 2462, Page 455, as further modified by Modification of Mortgage dated August 24, 2016, recorded at O.R. Book 2551, Page 1434, as further modified by Modification of Mortgage dated August 24, 2018, recorded at O.R. Book 2658, Page 452, as further modified by Modification of Mortgage dated August 24, 2020, recorded at O.R. Book 2786, Page 749, and as further modified by Modification of Mortgage dated _____, recorded at O.R. Book ____, Page ____, all of the Public Records of Highlands County, Florida,

IN WITNESS WHEREOF, BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, has set its hand and seal this _____ day of _____, 2022.

HIGHLANDS COUNTY, a political subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

Witness: _____
Print Name: _____

By: _____
Kathy Rapp, Chairperson

Witness: _____
Print Name: _____

(Official Seal)

Witness: _____
Print Name: _____

ATTEST:

By: _____
Jerome Kaszubowski, Clerk of Court

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing Subordination of Right of Reversion was acknowledged before me by means of [X] physical presence or [_] online notarization, this _____ day of _____, 2022, by Kathy Rapp and Jerome Kaszubowski as Chairman and Clerk of the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida, who [ ] are personally known to me [ ] or have produced _____ as identification.

_____
Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____

(Affix Notarial Seal)

G:\COUNTY\HOUSING DEPT\Habitat for Humanity\Mason's Ridge\Subordination of Right of Reversion 081318.docx
Jo:Habitat\HNB Modification- Subordination of Right of Reversion

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 4, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-138 for Pre-EOY Negative Account balance Clean-Up in Various Cost Centers.**

STATEMENT OF ISSUE

This budget amendment is necessary for Pre-End-Of-Year Negative Account balance clean-up in various cost centers for accounting purposes.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-138 to clean-up cost centers with negative categories.

FISCAL IMPACT

There is no fiscal impact to the miscellaneous funds or the overall budget. This budget amendment is merely transferring funds from one cost center to another as well as realigning funding within cost centers.

Attachments: 21-22-138 Cost Ctr. Negative Balances Clean Up 2.pdf

REVIEWED
O.M.B DEPARTMENT
September 23, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **9/21/2022** SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **See List**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**5222**	**53400**	**Contractual Services**		**1,652,005.00**		**3,608.00**	**1,648,397.00**
E	**005**	**5221**	**53400**	**Contractual Services**		**65,489.00**	**3,198.00**		**68,687.00**
E	**005**	**5226**	**53400**	**Contractual Services**		**178,517.00**	**490.00**		**179,007.00**
E	**005**	**5330**	**51200**	**Regular Salaries & Wages**		**39,019.00**		**500.00**	**38,519.00**
E	**005**	**5330**	**54600**	**Repair & Maintenance**		**373.00**	**500.00**		**873.00**
E	**005**	**6102**	**51200**	**Regular Salaries & Wages**		**490,379.00**		**25,000.00**	**465,379.00**
E	**005**	**6102**	**54600**	**Repair & Maintenance**		**60,059.00**	**25,000.00**		**85,059.00**

REASON:

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-138**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

Form Revised 08/05/2020

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-138

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	6105	51200	Regular Salaries & Wages		59,370.00		4,000.00	55,370.00
E	005	6105	54600	Repair & Maintenance		21,280.00	4,000.00		25,280.00
E	005	6209	51200	Regular Salaries & Wages		96,047.00		1,500.00	94,547.00
E	005	6209	52300	Life & Health Insurance		21,057.00		2,500.00	18,557.00
E	005	6211	52200	Retirement Contributions		12,540.00	2,500.00		15,040.00
E	005	6212	51200	Regular Salaries & Wages		54,029.00	1,500.00		55,529.00
E	005	6303	51200	Regular Salaries & Wages		202,906.00		5,000.00	197,906.00
E	005	6303	55211	Gas & Oil		3,183.00	5,000.00		8,183.00
E	005	6304	51200	Regular Salaries & Wages		120,806.00		5,000.00	115,806.00
E	005	6304	55211	Gas & Oil		20,324.00	5,000.00		25,324.00
E	110	4102	51200	Regular Salary & Wages		2,312,865.90		170,000.00	2,142,865.90
E	110	4102	55211	Gas & Oil		487,500.00	150,000.00		637,500.00
E	110	4106	51200	Regular Salary & Wages		300,757.00		47,500.00	253,257.00
E	110	4106	54600	Repair & Maintenance		56,317.00	22,000.00		78,317.00
E	110	4106	55211	Gas & Oil		47,683.00	25,500.00		73,183.00
E	110	4108	51200	Regular Salary & Wages		87,146.00	3,000.00		90,146.00
E	110	4108	55211	Gas & Oil		24,002.00	12,000.00		36,002.00

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-138

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	110	4200	52200	Retirement Contributions		23,456.00	5,000.00		28,456.00
E	110	4998	54600	Repair & Maintenance		22,575.00		5,000.00	17,575.00
E	110	4998	51200	Regular Salary & Wages		100,558.00	5,000.00		105,558.00
E	176	1031B	52300	Life & Health Insurance		26,040.00		5,000.00	21,040.00
E	176	1031B	53400	Contractual Services		16,830.00	5,000.00		21,830.00
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-138

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
176	State Court Facilities Trust

COST CENTER(S)	COST CENTER TITLE(S)
5222	State-County Asst. Program
5221	Public Assistance Program
5226	Transportation Disadvantage
5330	Community Program Services
6102	Parks Department
6105	Sports Complex
6209	Libraries - Avon Park
6211	Libraries - Lake Placid
6212	Libraries - Countywide
6303	Natural Resources
6304	Coop Aquatic Plant Program
4102	Roads & Bridges
4106	Mowing - Right of Ways
4108	County Shell Pit
4200	Road & Bridge Admin
4998	GIS
1031B	State Court Facilities

FND	CST CTR	PROJ #	PROJECT TITLE

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:	**Leah Sauls, Development Services Director** **Clinton Howerton, Jr, County Engineer**
SUBJECT/TITLE:	**Request to appoint seven regular members to the to the Highlands County Future Growth Fund Advisory Committee.**

STATEMENT OF ISSUE

The Future Growth Fund Advisory Committee was created at the June 21, 2022 Board Meeting with the purpose to review and evaluate possible re-instatement of the County's Impact Fees, consider other possible sources of revenue available to the County, and recommend the best approach for imposition of such available funding sources to the Board of County Commissioners.

The Advisory Committee shall consist of seven (7) members, with at least one member having current or prior experience in each of the following categories/professions: 1. Banking 2. Real Estate 3. General Contractor 4. Developer 5. Engineer/Architect/Planning

Five members shall be appointed by the Commission, one selection per Commissioners, and two by the County Administrator.

Candidates for consideration are as follows:

1. Banking
   a. Andrew Bible, Heartland National Bank
   b. Anthony Danielson, Celebrity Home Loans
2. Real Estate
   a. Emily Jones, Re/Max Realty Plus (Sebring Office), Realtor
   b. Steve Fruit, RE/MAX Realty Plus (Sebring Office), Agent
   c. Peter McDevitt, Coldwell Banker Highlands Properties, Broker Associate
   d. Christine Lopez, Berkshire Hathaway HomeServices Florida Properties Group, Realtor & Highlands County Offices Market President
   e. Sara Pipal, Berkshire Hathaway Home Services Florida Properties Group, Broker Associate
   f. Sharon Dougan, Compton Realty, Agent
3. General Contractor
   a. William 'Ron' Handley, Handley Homes
   b. Bill Brantley, Brantley Construction
   c. Perry Taylor, Taylor Construction and Renovation
4. Developer
   a. Doug Waltz, Waltz Company of Sebring
   b. Chinmay Bhandare, Developer
5. Engineer/Architect/Planning

a. Carl Cool, Cool and Cobb Engineering Company

6. Other
   a. Andrew Lethbridge, School Board of Highlands County
   b. Jodi Fountain, Receptionist Veteran Advocate for College Admissions
   c. Chantel Parris, Ordained Minister, Business Owner, and Community leader

RECOMMENDED ACTION

Move to approve Andrew Bible (banking, administration selection), Peter McDevitt (real estate, Commissioner Robert's selection), Ron Handley (general contractor, Commissioner Kirouac's selection), Perry Taylor (general contractor, Commissioner Campbell's selection), Chinmay Bhandare (developer, Commissioner Tuck's selection), Carl Cool (Engineer, Commissioner Rapp's selection) and Andrew Lethbridge (School Board of Highlands County, administration selection) as the seven regular members of the Highlands County Future Growth Fund Advisory Committee.

FISCAL IMPACT

There is no fiscal Impact.

Attachments:
Committee Application_Andew Lethbridge.pdf
Committee Application_Carl Cool.pdf
Committee Application_Christine Lopez.pdf
Committee Application_Doug Waltz.pdf
Committee Application_Emily M Jones.pdf
Committee Application_Jodi Fountain.pdf
Committee Application_Peter H McDevitt.pdf
Committee Application_Sara Pipal.pdf
Committee Application_Sharon Dougan.pdf
Committee Application_Steve Fruit.pdf
Committee Application_William R. Handley.pdf
Committee Application_Bill Brantley.pdf
Committee Application_Chantel Parris.pdf
Committee Application_Andrew Bible.txt
Committee Application_Anthony Danielson.txt
Committee Application_Chinmay Bhandare.txt
Committee Application_Perry Taylor.txt

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Monday, August 8, 2022 9:28 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Andrew Lethbridge
Address = 426 SCHOOL STREET
City = SEBRING
State = FL
Zip_Postal_Code = 33870
Phone = 8634715732
Email = lethbria@highlands.k12.fl.us
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Deputy Superintendent for the School Board of Highlands County 07/03/17 - Current
Previous Employment Experience: = Elementary Teacher 08/10/99 - 05/24/04
Assistant Principal - 07/19/04 - 06/12/07
Principal - 07/01/08 - 06/28/13
Director of Elementary Education - 07/01/13 - 06/30/16
Director of Human Resources - 07/01/16 - 06/30/17
High School = High School
College = Warner Southern College
Special Training: = Special Training
Activities & Interest: = Grace Bible Church
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = Yes
Age = 48
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 169.139.152.16

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Cool and Cobb Engineering Company

August 01, 2022

Clinton "Gator" Howerton, Jr., P.E.
County Engineer/Solid Waste Director
Highlands County Board of County Commissioners
505 South Commerce Avenue
Sebring, Florida 33870

Re: Future Growth Advisory Committee

Dear Mr. Howerton:

Thank you for your email regarding membership on the "Future Growth Advisory Committee". I am interested in membership and should be able to be in attendance of the meetings as they are currently planned.

Please consider me for membership on the "Future Growth Advisory Committee". A copy of my Resume is attached for your consideration.

Sincerely,

Carl E. Cool, P.E.
Professional Engineer

Carl E. Cool, P.E.
203 W. Main St.
Avon Park, FL 33825
Fla. License No. 16921
Office: (863) 657-2323
Fax: (863) 657-2324
Email: carl@coolandcobb.com



Carl E. Cool, P.E.

Cool and Cobb Engineering Company
Vice-President

Mr. Cool has over 50 years of experience in Engineering. He worked for Highlands County for 33-years in different capacities, with the last being County Administrator. He is the founding member of Cool and Cobb Engineering which has grown into a mid-size engineering company with nine employees who bring a vast amount of knowledge and experience to our Company.

Responsibilities include management of daily business operations and overseeing our Helical Pile Division, which completes 1,200-plus jobs a year. He oversees all areas of business including engineering, construction management services, and writing Grants for funding of City and County Projects. Specifically oversees all transportation/roadway and various stormwater projects including studies, reports, and design. Ensures proper allocation of resources, staffing, financial management, quality control and timely project completion.

Selected Relative Experience:

Sebring Parkway – The original planning and site design was completed by the County Engineer's office under Carl's direction. He supervised the Site Corridor and Feasibility Studies and the right-of-way surveys and property negotiations. During Phase II, he was Subcontractor to the Engineer of Record and completed the design of signs and traffic markings.

Landfill Design & Permitting - Carl has obtained over twelve landfill permits in the State of Florida. He completed the Master Plan for the Arbuckle Creek Landfill as well as the Environmental Permitting and Construction Inspection. Two solid waste transfers stations were designed, permitted, and constructed under his supervision. He was also responsible for the Highlands County Shell Pit design and permitting (Dewatering Plan & Access Roads), the design and permitting of Williams Marl Pit and Clark Road Marl Pit.

Lake Bonnet Clubhouse – Responsibilities included Bid Documents and Specifications, permitting and the design of a 7,900+ square foot clubhouse. Carl was also in charge of Construction Management throughout the Project.

Avon Park Airport – Carl completed the complete redesign of the airport drainage system.

Areas of Expertise

- Project Management
- Quality Assurance/Quality Control
- Stormwater Master Planning & Permitting
- Roadway Design & Planning
- CCEI Engineering
- Project Scheduling & Budgeting
- Grant & Funding Assistance
- Structural Building Design
- Pump Station & Landfill Design

Education

- University of South Florida
  Bachelor of Science, Civil Engineering
- South Florida Community College,
  Associates of Arts

Licensure

- Florida Licensed Engineer PE 16921

Affiliations

- Florida Board of Professional Engineers (FBPE)
- American Society of Civil Engineers (ASCE)
- Sebring Sunrise Rotary Club
- Sebring Airport Authority Bd Member

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Monday, August 1, 2022 10:01 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Christine Lopez
Address = 617 Cunningham Street
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-443-4957
Email = clopez@bhhsflpg.net
Request = Affordable Housing Advisory Committee
Request = Board of Adjustment / Planning & Zoning Commission
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = I currently work for Berkshire Hathaway HomeServices Florida Properties Group as the Market President for the Highlands county offices. I have been a realtor for the last five years.
Previous Employment Experience: = My previous employment experiences include working for the Highlands County School Board as a IDEA clerk, I worked for Highlands Independent Bank as a Loan Processor and I worked for a bank called TIB Bank as a teller.
High School = High school diploma/ Key West High School
College = College
Special Training: = Special Training
Activities & Interest: = Some of my interests would be marketing, coaching others in real estate, volunteering and community involvement. The activities I enjoy are being on the lakes fishing and spending time with family.
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 40
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 96.94.6.197

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, August 17, 2022 1:31 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Doug Walz
Address = 915 Mall Ring Rd.
City = Sebring
State = Fl.
Zip_Postal_Code = 33870
Phone = 863-381-1198
Email = doug@walzco.om
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Walz & Company of Sebring - Construction
Walz Management and Water Tower Park - Property Management
Walz Marketing - Marketing and Outdoor advertising
Previous Employment Experience: = All of the above
Epic Wealth Fund - Real Estate Investment fund
High School = High School
College = Some College
Special Training: = General Contractor
Activities & Interest: = Work and Family
Current positions on boards, committees, elected offices, law enforcement positions: = None currently. I did serve for 17 years on the Planning and Zoning Commission.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 55
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.91.125.13

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, July 21, 2022 4:44 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Emily M. Jones
Address = 4417 Sturgeon Drive
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = (863) 446-3246
Email = emily@emilyjones.us
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Licensed Realtor at ReMax Realty Plus in Sebring, FL
Previous Employment Experience: = Marketing in Highlands County, FL
Public Service in Highlands County, FL
Sales in the State of FL
High School = Avon Park High School Class of 2007
College = South Florida State College
Special Training: = Sales and Marketing Training
Activities & Interest: = Working - Selling Real Estate full time
Family
Spending Time in the community at various venues
Visiting with residents of Highlands County
Current positions on boards, committees, elected offices, law enforcement positions: = none
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 33
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 173.163.214.109

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Tuesday, August 2, 2022 12:06 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Jodi Fountain
Address = 1 E Wolf st
City = Avon Park
State = Fl
Zip_Postal_Code = 33825
Phone = 985-774-6563
Email = jodi5773@gmail.com
Request = Extension Advisory Council
Request = Tourist Development Council
Request = Veteran Services Advisory Board
Membership Type = Regular Member
Current Employment Experience: = Receptionist
Veteran Advocate for College admissions
Previous Employment Experience: = Secretary at Community College
Veteran Advocate
High School = High School
College = College: Nunez CC
Special Training: = Special Training:
Activities & Interest: = Veteran Housing/ Homelessness Prevention/ PTSD Solutions

Current positions on boards, committees, elected offices, law enforcement positions: = The Soldiers' House Non-Profit (Louisiana) Transitional Housing Project
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 49
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 96.71.127.94

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, July 21, 2022 5:00 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Peter H McDevitt
Address = PO Box 112
City = Lake Placid
State = Fl
Zip_Postal_Code = 33862
Phone = 863 414 7025
Email = pmcdev64@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Broker Associate with Coldwell Banker Highlands Properties since 1979
Previous Employment Experience: = Retail management in south Florida
High School = Graduate Ft. Lauderdale High School
College = Bachelors degree in Business from Transylvania University, Lexington, Ky
Special Training: = Real Estate Brokers License (Florida)
Activities & Interest: = Golf, fishing, reading
Current positions on boards, committees, elected offices, law enforcement positions: = Member, Board of Directors Sebring Airport Authority.

Previously served on the County's Citizens Advisory Committee for the Comprehensive Plan (late 80's to early 90's)
Also, previously served on the County's Land Development Regulations Task Force (early 90's)
Previously served on the County's Economic Development Board (12 years, prior to service on the Sebring Airport Authority)
Relation = No
Relative Name: =
Relationship: =
Gender = Male
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.62.18.206

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, July 21, 2022 8:55 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Sara Pipal
Address = 3437 Lake Josephine Drive
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 612-404-8116
Email = spipal@bhhsflpg.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Broker Associate for Berkshire Hathaway Home Services Florida Properties Group.

Experience:
• 2022 – President Elect Heartland Association of Realtors®
• 2022 – SRS Designation – Seller Representative Specialist
• 2021 – Chairman: Diversity and Inclusion Committee
• 2021 – Members of the MLS Committee and the Ethics and Professional Standards Committee
• 2020 – GRI Designation – Graduate Realtor Institute
• 2020 – Certification: At Home with Diversity
• 2020 – President's Circle Award BHHSF
Previous Employment Experience: = Managing Broker for Coldwell Banker Highlands Properties 2016-2018
Broker Associate Coldwell Banker Burnett - MN 2010-2016
High School = Licensed Realtor® in the State of Florida
College = GRI - Graduate Real Estate Institute
Special Training: = Special Training
Activities & Interest: = Traveling with my family. Camping. Volunteering in my community.
Current positions on boards, committees, elected offices, law enforcement positions: = • 2022 – President Elect Heartland Association of Realtors®
• 2021 – Chairman: Diversity and Inclusion Committee
• 2021 – Member of the MLS Committee and the Ethics and Professional Standards Committee
• Member of the Diversity Committee, RPAC Committee, Government Committee
• Director of MAR – Minneapolis Association of Realtors - 2019
• Director of the Realtors® Association of Highlands County – 2016-2018 and 2020 - 2021

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 56
Race: = White

Signature Certification: = Checked indicating Electronically Signed
Client IP = 172.58.173.11

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, August 18, 2022 2:53 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Sharon Dougan
Address = 115 Edgewater Dr. S
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-243-3174
Email = sadougan1@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Employed with Compton Realty 518 US 27 S Lake Placid, FL 33852 since I received my realtor license on Dec. 9, 2005. Just short of 17 years.
Previous Employment Experience: = Worked for my parents in the Beef Processing Industry. From Retail Grocery Store to raising, slaughter and processing of Cattle. Also processed Hogs, Deer, Chicken..and just about anything the farmers needed slaughtered.
PNC Bank Erie, P A Teller
Houston TX Property Manager Shadowcreek Apt.
Anne Roselle Property Temps.
Also worked in Bookkeeping in Erie, PA
High School = Rice Ave. Union High AKA Girard area High School
College = American Institute of Banking 24 college credits, Mercyhurst Econ 1 &2,

Special Training: = Houston Community College Psychology 1 & Geology 1
Activities & Interest: = Church, Choir, Stain Glass, Growing Flowers, Playing Card, Swimming, Bike riding, Hiking, Travel,
Current positions on boards, committees, elected offices, law enforcement positions: = Currently very little...after being my husbands caregiver for several years ..I am just getting back to my business. I care very deeply concerning this subject .. when Impact fee were implemented ..I was very involved. I did research to learn as much as possible to understand how the Impact Fees might effect Highlands County. I believe I could be an asset to the committee. I hope you will too!
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 75
Race: = White
Signature Certification: = Checked indicating Electronically Signed

Client IP = 96.85.246.202

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, July 20, 2022 9:17 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Steve Fruit
Address = 2979 Placid View Dr.
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-414-4919
Email = steve@teamfruit.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Over 20 years experience selling Real Estate full time in Highlands County. Consistently one of the top agents in the Heartland. Specializing in Residential, commercial and acreage. Currently an agent with RE/MAX Realty Plus in Sebring and who I've been with for about 15 years. Previously I was with ERA Advanced All Service Realty in Lake Placid, which is no longer in operation. I serve all of HIghlands and Hardee counties and parts of Polk county. Awarded HAR Realtor of the Year, Hall of Fam

Previous Employment Experience: = I worked for a number of technology firms in sales and marketing, including GTE Automatic Electric, GTE Business Communication Services, Siemens/GTE Transmission Systems, General Datacomm, Larscom, Racal Datacomm, and VINA. My career began upon graduation from the University of Central Florida in 1979. A complete resume with dates and job descriptions is available upon request.
High School = Wagner High School, Clark AFP Phillippines
College = University of Central Florida, Bachelor of Science in Engineering, 1979
Special Training: = Numerous technical schools, business and real estate. Details available
Activities & Interest: = Hunting, Fishing, Golf, Family camping, Community Service
Current positions on boards, committees, elected offices, law enforcement positions: = Heartland Association of Realtors, board of directors, chairman of Government Affairs Committee;
Previously served on Highlands county's Affordable Housing Committee, Water Advisory Committee, and Tax Abatement Committee.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 72
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.73.242

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Friday, July 29, 2022 9:31 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = William R. Handley
Address = 2636 Mellow Lane
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 863-381-2842
Email = ronhandley13@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = State of Florida Building Contractor Licensee
Previous Employment Experience: = Building Contractor
9 years on HCBOCC
High School = Sebring High School
College = SFSC & University of Florida
Special Training: = Special Training
Activities & Interest: = Hunting, Fishing, Golfing, Family
Current positions on boards, committees, elected offices, law enforcement positions: = Heartland National Bank Director
Highlands Regional Medical Center Board of Trustees
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 68
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.44.141

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, August 31, 2022 7:53 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Bill Brantley
Address = 417 East Interlake Blvd.
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-441-2659
Email = Bill@brantley.pro
Request = Extension Advisory Council
Current Employment Experience: = Highlands county school boardCertified building contractor
Previous Employment Experience: = Six years on Lake Placid town council12 years on Hinds county school board28 years as a license Florida building contractor31 years as a license Florida realtor
High School = Lake Placid high school
College = University of Central Florida
Special Training: = None
Activities & Interest: = Hunting fishing diving and community involvement
Current positions on boards, committees, elected offices, law enforcement positions: = Highlands county school board till November.Play classic Chamber of Commerce executive board
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 52
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 4.36.112.226

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, August 31, 2022 4:42 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Chantel Parris
Address = 259 US Highway 27 N
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 863-381-7716
Email = ardysschantel@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = I am an ordained minister, business owner, and community leader. I am very present in our community. I attend our Commissioner meetings. I am abreast of the issues at hand within our community.
Previous Employment Experience: = Worked as a Development Specialist for Highlands County Building Department for 10+ years. I received training of the implementation and assessments on both commercial and residential properties.
High School = Sebring High School
College = Masters in Ministry - Warner University
Special Training: = Received training as a Development Specialist to assess/apply impact fees.
Activities & Interest: = I am a leader at Bountiful Blessings Church of God. I enjoy attending meetings and events. I love to encourage and inspire others.
Current positions on boards, committees, elected offices, law enforcement positions: = Board Member of Highlands County YMCABoard Member of Samaritan's TouchAmbassador of Sebring Chamber of Commerce
Relation = Yes
Relative Name: = Hayford Dillon
Relationship: = Brother-in-law
Conviction = No
Gender = Female
Disabled = No
Age = 49
Race: = Black or African American
Signature Certification: = Checked indicating Electronically Signed
Client IP = 67.238.66.12

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From: Drake, Michelle
Sent: Friday, September 16, 2022 7:04 AM
To: Sauls, Leah M.; Howerton Jr, Clinton
Subject: FW: Committee Application

From: noreply@revize.com <noreply@revize.com>
Sent: Friday, September 16, 2022 6:30 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[CAUTION: External Message*]

Name = Andrew Bible
Address = 1420 Sudan Mission Rd
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 8633814472
Email = abible@heartlandnb.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Heartland National Bank 2002-Current--President 2018-Current--
Chief Financial Officer 2007-2018
Previous Employment Experience: = Lykes Pasco Inc -- 1995Farm Credit of Southwest Florida -- 1995-
2001
High School = Sebring High School
College = Masters of Business Administration, University of Florida
Special Training: = Special Training
Activities & Interest: = Church, Hunting, Fishing, Shooting Sports
Current positions on boards, committees, elected offices, law enforcement positions: = none
Relation = Yes
Relative Name: = Sister in Law
Relationship: = Sally Hood
Conviction = No
Age =
Signature Certification: = Checked indicating Electronically Signed
Client IP = 96.83.145.41

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From: Drake, Michelle
Sent: Wednesday, September 21, 2022 1:45 PM
To: Sauls, Leah M.; Howerton Jr, Clinton
Subject: FW: Committee Application

From: noreply@revize.com <noreply@revize.com>
Sent: Wednesday, September 21, 2022 1:20 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[CAUTION: External Message*]

Name = Anthony Danielson
Address = 559 Sunset Pointe Dr
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 8632739736
Email = aj.danielson@celebrityhomeloans.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = I am a mortgage lender with my company Celebrity Home Loans
located in Downtown Sebring on Commerce Ave.
Previous Employment Experience: = Previously i've worked in the same field with different companies
over the past 10 years. (TD Bank, Wells Fargo, Southeast Mortgage, & Supreme Lending)
High School = Sebring High School - 06
College = South Florida Community College - 09
Special Training: = Licensed Mortgage Lender for State of Florida.
Activities & Interest: = I love sports! My interest is being with my wife and 2 boys as much as possible!
I'm part of the Big Brothers Big Sisters board and this is big to me as helping kids especially those in very
tough situations is a passion of mine. Being born and raised in Highlands County, I love to have input and
be aware of things going on/changing in our community.
Current positions on boards, committees, elected offices, law enforcement positions: = Big Brothers Big
Sisters - general board memberLake June Pointe - board member of a branch of the board for approving
new construction and home improvements in our community.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 35
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.27.93.21

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unless you recognize the sender and know the content is safe.]

From: Drake, Michelle
Sent: Friday, September 23, 2022 12:52 PM
To: Sauls, Leah M.; Howerton Jr, Clinton
Subject: FW: Committee Application

FYI

From: noreply@revize.com <noreply@revize.com>
Sent: Friday, September 23, 2022 12:50 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[CAUTION: External Message*]

Name = Chinmay Bhandare
Address = 6954 Mexican Hat Dr
City = Sebring
State = FL
Zip_Postal_Code = 33872
Phone = 3135303996
Email = Chinmay.bhandare@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Developer
Previous Employment Experience: = Developer
High School = High School
College = Rensselaer Polytechnic Institute, Troy, NY, 12180
Special Training: = Special Training
Activities & Interest: = Agriculture, real estate , education. Affordable housing
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 44
Race: = Asian
Signature Certification: = Checked indicating Electronically Signed
Client IP = 107.77.216.135

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From: Drake, Michelle
Sent: Monday, September 12, 2022 11:16 AM
To: Sauls, Leah M.; Howerton Jr, Clinton
Subject: FW: Committee Application

Follow Up Flag: Flag for follow up
Flag Status: Flagged

From: noreply=revize.com@turbo-smtp.info <noreply=revize.com@turbo-smtp.info> On Behalf Of
noreply@revize.com
Sent: Friday, September 2, 2022 5:11 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[CAUTION: External Message*]

Name = Perry Taylor
Address = 2014 Queen Avenue
City = Sebring
State = Florida
Zip_Postal_Code = 33875
Phone = 8633810888
Email = ptaylortcr@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = I have owned and operated my own business, Taylor Construction
and Renovation, since 2004. I do commercial and residential construction and renovation in Highlands
County, the state of Florida and the Southeastern U.S.
Previous Employment Experience: = Prior to owning my own business, I was a Terminal Manager for
AAA Cooper Transportation for 12 years.
High School = Warren Central High School, Vicksburg, MS
College = Florida State University/University of Central Florida; BA Marketing 1997
Special Training: = I have a CDL. I am fluent in Spanish.
Activities & Interest: = I am a member of the Sebring Municipal Golf Course. I enjoy golf, fishing, hunting
and RVing.
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 51
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 174.211.71.76

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **Sherri Bennett, Human Resource Manager**
SUBJECT/TITLE:	**Acceptance of Evergreen Solutions final compensation report , which includes the new pay structure for 100 series pay grades and the 30-Year Hybrid Parity approach.**

STATEMENT OF ISSUE

On May 31, 2022, Mark Holcombe with Evergreen Solutions presented the draft compensation report. The current 100 series pay grade minimum starts at $9.56 per hour and the new recommended 100 series pay grade will start at $12.00 per hour minimum. The 30 year hybrid approach is a calculation that gives credit to the employee's tenure and credit to their class years. This approach addresses compression within the organization along with increasing employees to the $12 per hour minimum.

RECOMMENDED ACTION

Move to approve Evergreen Solutions final compensation report and new pay structure for 100 series pay grades and the 30-Year Hybrid Parity approach.

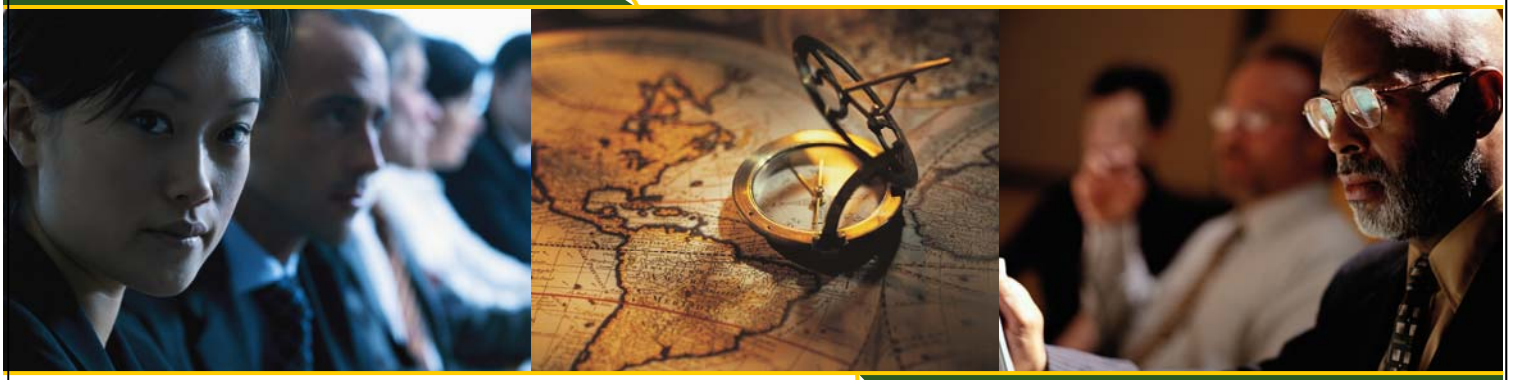
FISCAL IMPACT

The 30-year hybrid parity option has an estimated cost of $500,000 including benefits on August 26, 2022.

Attachments: FR 9-23-22 - Comp Study for Highlands County.pdf
Compensation Study presnetation follow up 10-4-22.pdf

Compensation Study for Highlands County, FL

FINAL REPORT



Evergreen Solutions, LLC

September 23, 2022

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Chapter 1 - Introduction

The leadership at Highlands County, FL (the "County") in keeping with its commitment to attracting and retaining the staff necessary to provide high quality services to its residents and employees determined that its current compensation system needed to be updated to reflect market best practices. Evergreen Solutions, LLC ("Evergreen") was selected by the County as its partner to in order to accomplish this goal. This study and the analysis contained within provides the County with valuable information related to market data and internal and external equity. This study aims to address how the County is positioned in the market relative to other municipalities in the state of Florida and to other local area government organizations with similar positions. The data gathered during the market portion of this study were used to develop recommendations that allow the County to recruit and retain quality employees.

1.1 STUDY METHODOLOGY

Evergreen combines qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization's compensation structure and practices. It is important to note that the data utilized in the study represents a snapshot in time. As market conditions can change rapidly, it is important for the County to conduct regular market surveys to ensure their external market position does not decay. A full compensation and classification review is recommended every five years. Some examples of project activities included:

- Conducting a project kick-off meeting;
- Conducting an analysis of the internal conditions in the County;
- Conducting an external market salary survey;
- Developing recommendations for compensation management;
- Realigning positions based on the market results;
- Developing recommendations for compensation changes; and
- Creating draft and final reports;

Kickoff Meeting

The kickoff meeting provided an opportunity to discuss the work plan and begin the data collection process. Data collection included the gathering of relevant background material including existing pay plans, organization charts, policies, procedures, training materials, classification specifications, and other pertinent material.

Internal Analysis

The internal analysis was run on data provided by the County. Checks were run to evaluate employees' salaries compared to the minimum, midpoint, and maximum of their pay ranges, as well as evaluating the employees' salaries against the "expected salary" that an employee would expect to make based on the number of years an employee has spent in their current classification.

Salary Survey

The external market for this study was defined as identified as comparative governmental organizations in the state of Florida with similar positions, characteristics, demographics, and service offerings. Representative benchmark classifications were selected by Evergreen in consultation with the County. The benchmark classifications were included in the market survey and sent to each peer for a market comparison, although not all County positions had matching positions in the peer organizations. The data were then analyzed comparing County classifications to the jobs performing the same duties at peer organizations to gain a fuller understanding of their market position.

Recommendations

Evergreen developed recommendations for the County to consider helping maximize the effectiveness and efficiency of its current compensation structure. Evergreen provided the County with a variety of recommendations for the future at various costs. These plans were designed to fix the issues identified in this report, while continuing to build on the strengths the County currently exhibits.

1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Assessment of Current Conditions
- Chapter 3 – Market Summary
- Chapter 4 – Recommendations

Chapter 2 - Assessment of Current Conditions

An assessment of current conditions was conducted to help Evergreen better understand the current standing of all County pay plans, demographics, and compensation structures. This assessment should be considered a snapshot in time and is reflective of the conditions present within the County upon the commencement of this study. By leveraging this information, Evergreen was able to gain a better understanding of the strengths and weaknesses of the current compensation system. When combined with the market results, the Assessment of Current Conditions helped provide a basis for recommendations. A full summary of the Assessment of Current Conditions can be found in **Chapter 2** of this report.

Chapter 3 - Market Summary

A salary survey was designed by Evergreen and approved by the County's leadership. After the results were received, the data were analyzed to compare the County to the overall results from public-sector peers. Combined with the Assessment of Current Conditions, the market survey gave Evergreen the information needed to understand the County's position relative to its labor market. A full summary of the market results can be found in **Chapter 3** of this report.

Chapter 4 – Recommendations

During the recommendations phase, Evergreen provided several different solution options based on their current relationship to market. Evergreen has provided the County with recommendations that will leverage the strengths of the current compensation structure and help expand its ability to recruit and retain talent in the most competitive classifications. A full explanation of the recommendations can be found in **Chapter 4** of this report.

Chapter 2 – Assessment of Current Conditions

The purpose of this chapter is to provide a statistical analysis of the classification and compensation system in place at the County at the start of this study. The assessment is divided into the following sections:

2.1 Analysis of Pay Plans
2.2 Grade Placement Analysis
2.3 Quartile Analysis
2.4 Compression Analysis
2.5 Summary

The analysis presented in this chapter represents a snapshot in time – this chapter was based off employee information provided by the County in October of 2021. Every organization changes continuously, so this chapter is not meant to be a definitive statement on continuing compensation practices in the County. Rather, the AOCC is meant to represent the conditions that were in place when this study began. The data contained within provide the baseline for analyses through the course of this study but are not sufficient cause for recommendations in isolation. By reviewing employee data, Evergreen gained a better understanding of the structure and methods in place and identified issues for both further review and potential revision.

2.1 ANALYSIS OF PAY PLANS

The purpose of analyzing the various pay plans used within the County is to help gain an overview of the compensation philosophy as it existed when the study began. The County had a system in place that categorized classifications by level and type of work. The County utilized both a General pay plan and an EMS pay plan. This system used numeric pay grades to represent classifications of varying level and responsibility. **Exhibit 2A** displays the County's pay plan summarized for ease of comparison. The exhibit provides the name; each pay grade on the plan; the value of each pay grade at minimum, midpoint and maximum; the range spread for each pay grade – which is a measure of the distance between the minimum and maximum of the grade; the midpoint progression between grades; and the number of employees per pay grade.

The County's pay plan includes 31 occupied pay grades that hold 370 employees. The range spreads of the grades fall between 35 – 56 percent. For this report, pay grades 150 and 401, which hold 12 employees total, will be omitted from the rest of the analysis because they do not have ranges. Additionally, grade series 200/300 are subject to collective bargaining, and while included in this report, would need to be collectively bargained before being changed.

EXHIBIT 2A
PAY PLAN SUMMARY

Pay Plan	Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
General	101	$ 19,643	$ 25,044	$ 30,446	55%	-	5
General	102	$ 21,018	$ 26,798	$ 32,577	55%	7%	36
General	103	$ 22,489	$ 28,673	$ 34,858	55%	7%	30
General	104	$ 24,063	$ 30,681	$ 37,298	55%	7%	5
General	105	$ 25,748	$ 32,828	$ 39,909	55%	7%	30
General	106	$ 27,550	$ 35,126	$ 42,702	55%	7%	28
General	107	$ 29,478	$ 37,585	$ 45,692	55%	7%	19
General	108	$ 31,542	$ 40,216	$ 48,890	55%	7%	11
General	109	$ 33,750	$ 43,031	$ 52,312	55%	7%	27
General	110	$ 36,112	$ 46,043	$ 55,974	55%	7%	24
General	111	$ 38,640	$ 49,266	$ 59,892	55%	7%	7
General	112	$ 41,345	$ 52,715	$ 64,085	55%	7%	5
General	113	$ 44,239	$ 56,405	$ 68,571	55%	7%	11
General	114	$ 47,336	$ 60,353	$ 73,371	55%	7%	7
General	115	$ 50,649	$ 64,578	$ 78,507	55%	7%	14
General	116	$ 54,195	$ 69,099	$ 84,002	55%	7%	8
General	117	$ 57,989	$ 73,935	$ 89,882	55%	7%	8
General	119	$ 66,391	$ 84,649	$ 102,906	55%	7%*	3
General	120	$ 71,038	$ 90,574	$ 110,110	55%	7%	1
General	121	$ 76,011	$ 96,914	$ 117,817	55%	7%	6
General	123	$ 87,025	$ 110,957	$ 134,889	55%	7%*	1
EMS	201	$ 37,066	$ 43,552	$ 50,039	35%	-	10
EMS	204	$ 51,879	$ 66,145	$ 80,412	55%	52%	15
EMS	205	$ 59,660	$ 76,067	$ 92,474	55%	15%	1
EMS	301	$ 40,212	$ 47,253	$ 54,291	35%	-	27
EMS	305	$ 56,287	$ 71,766	$ 87,245	55%	52%	18
EMS	306	$ 61,916	$ 79,252	$ 96,688	56%	10%	5
EMS	307	$ 68,107	$ 87,178	$ 106,357	56%	10%	3
EMS	308	$ 74,918	$ 95,895	$ 116,992	56%	10%	5
Other	401	-	-	-	-	-	1
Other	150	-	-	-	-	-	11

*Progression shown from an omitted grade that is currently unoccupied

Comparing the summary data in **Exhibit 2A** to best practices, a few observations can be made regarding the County pay plans. Based on the analysis of the pay plan, the following facts can be observed:

- Range spreads are generally consistent throughout the pay plans, with most pay grades having a spread of 55 or 56 percent, aside from grades 201 and 301 which have smaller spreads at 35 percent.

- The number of employees on each pay grade is widely varied. Multiple pay grades have only a single incumbent or a few incumbents occupying the grade, while several pay grades contain more than twenty employees.

- The minimum annual pay offered to any County employee is $19,643 while the maximum salary range of any pay grade is $134,889.

2.2 GRADE PLACEMENT ANALYSIS

The Grade Placement Analysis examines how employee salaries are distributed throughout the pay grades. This can help identify salary progression issues, which are usually accompanied by employee salaries that are clustered in segments of the pay grades. A clustering of employee salaries in the lower part of ranges can indicate a lack of salary progression for employees or an elevated level of employee turnover. A clustering of employee salaries in the high end of pay ranges can be a sign of high employee tenure or a sign that the pay ranges are behind market, forcing the organization to offer salaries near the maximum of the range to new hires. Regarding minimum and maximum salaries, employees at the grade minimum are typically newer to the organization or to the classification, while employees at the grade maximum are typically highly experienced and highly proficient in their classification. The Grade Placement Analysis examines how salaries compare to pay range minimums, midpoints, and maximums. Only pay grades with at least one incumbent are included in this analysis.

Exhibit 2B displays the percentage and number of employees compensated at their pay grade minimum and pay grade maximum. The percentages presented are based on the total number of employees in that grade. As can be seen in the exhibit, 6.5 percent (24 total) of all employees are compensated at their pay grade's minimum. A significantly smaller percentage of employees, at 1.1 percent (4 total), are compensated at their pay grade's maximum.

EXHIBIT 2B
EMPLOYEES AT MINIMUM AND MAXIMUM BY GRADE

Grade	Employees	# at Min	% at Min	# at Max	% at Max
101	5	0	0.0%	0	0.0%
102	36	6	16.7%	0	0.0%
103	30	0	0.0%	1	3.3%
104	5	0	0.0%	0	0.0%
105	30	0	0.0%	1	3.3%
106	28	1	3.6%	1	3.6%
107	19	2	10.5%	0	0.0%
108	11	1	9.1%	0	0.0%
109	27	3	11.1%	0	0.0%
110	24	2	8.3%	0	0.0%
111	7	0	0.0%	0	0.0%
112	5	0	0.0%	0	0.0%
113	11	0	0.0%	0	0.0%
114	7	0	0.0%	0	0.0%
115	14	0	0.0%	0	0.0%
116	8	1	12.5%	0	0.0%
117	8	0	0.0%	0	0.0%
119	3	0	0.0%	0	0.0%
120	1	0	0.0%	0	0.0%
121	6	0	0.0%	0	0.0%
123	1	0	0.0%	0	0.0%
201	10	0	0.0%	0	0.0%
204	15	0	0.0%	0	0.0%
205	1	0	0.0%	0	0.0%
301	27	4	14.8%	0	0.0%
305	18	3	16.7%	1	5.6%
306	5	0	0.0%	0	0.0%
307	3	1	33.3%	0	0.0%
308	5	0	0.0%	0	0.0%
Total	**370**	**24**	**6.5%**	**4**	**1.1%**

In addition to assessing the number of employees at minimum and maximum, an analysis was conducted to determine the number of employees below and above pay grade midpoint. The percentages refer to the percent of employees in each pay grade that are above and below midpoint. Exhibit 2C displays the results of this analysis: a total of 276 employees are compensated below their pay grade midpoint — which is 74.6 percent of all employees for the County. There are 94 employees compensated above midpoint of their pay grade, which is 25.4 percent of all employees.

EXHIBIT 2C
EMPLOYEES ABOVE AND BELOW MIDPOINT BY PAY GRADE

Grade	Employees	# < Mid	% < Mid	# > Mid	% > Mid
101	5	3	60.0%	2	40.0%
102	36	32	88.9%	4	11.1%
103	30	26	86.7%	4	13.3%
104	5	4	80.0%	1	20.0%
105	30	21	70.0%	9	30.0%
106	28	18	64.3%	10	35.7%
107	19	15	78.9%	4	21.1%
108	11	6	54.5%	5	45.5%
109	27	22	81.5%	5	18.5%
110	24	17	70.8%	7	29.2%
111	7	5	71.4%	2	28.6%
112	5	3	60.0%	2	40.0%
113	11	6	54.5%	5	45.5%
114	7	4	57.1%	3	42.9%
115	14	9	64.3%	5	35.7%
116	8	4	50.0%	4	50.0%
117	8	3	37.5%	5	62.5%
119	3	0	0.0%	3	100.0%
120	1	1	100.0%	0	0.0%
121	6	3	50.0%	3	50.0%
123	1	0	0.0%	1	100.0%
201	10	9	90.0%	1	10.0%
204	15	14	93.3%	1	6.7%
205	1	1	100.0%	0	0.0%
301	27	20	74.1%	7	25.9%
305	18	17	94.4%	1	5.6%
306	5	5	100.0%	0	0.0%
307	3	3	100.0%	0	0.0%
308	5	5	100.0%	0	0.0%
Total	**370**	**276**	**74.6%**	**94**	**25.4%**

2.3 QUARTILE ANALYSIS

The last part of the Grade Placement Analysis is a detailed look at how salaries are distributed through pay grades, through a quartile analysis. Here, each pay grade is divided into four segments of equal width, called quartiles. The first quartile represents the first 25 percent of the pay range; the second quartile represents the part of the range above the first quartile up to the mathematical midpoint; the third quartile represents the part of the range from the midpoint to 75 percent of the pay range; and the fourth quartile represents the part of the range above the third quartile up to the pay range maximum. Employees are assigned to a quartile within their pay range based on their current salary.

The quartile analysis is used to determine the location of employee salary clusters. Quartile analysis helps identify whether clusters exist in specific quartiles of pay grades. Additionally, the amount of time the employee has spent at the organization is also analyzed, to observe any relationship between organizational tenure and salary progression. This information, while not definitive alone, can shed light on any root issues within the current compensation and classification plan when combined with market data and employee feedback.

Exhibit 2D shows the number of employees that are in each quartile of each grade, as well as the average overall tenure (i.e., how long an employee has worked for the County) by quartile. Overall, data provide that 40.3 percent of employees fall into Quartile 1 of their respective grade; 34.3 percent fall into Quartile 2; 16.2 percent fall into Quartile 3; and 9.2 percent fall into Quartile 4. While this distribution does not lead to a conclusion, data for average tenure do lead to determinations on the relationship between tenure and salary.

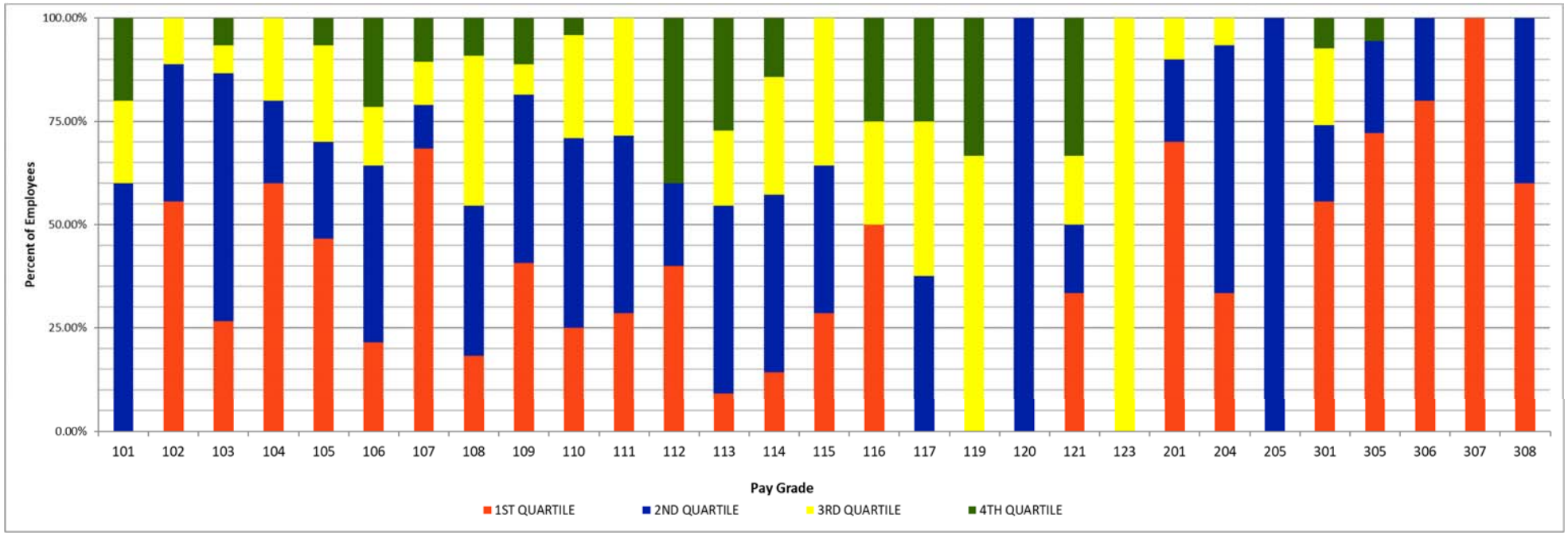
Specifically, overall average tenure increases as quartile increases; the average tenure in Quartile 1 is 3.4 years; in Quartile 2 is 8.3 years; in Quartile 3 is 12.7 years; and in Quartile 4 is 17.2 years. This would seem to indicate that employees are moved through their pay grades equitably, or at the very least a positive linear relationship exists between tenure and pay.

Exhibit 2E displays a graphical representation of the data contained in **Exhibit 2D.** Each pay grade is divided into up to four sections representing the percentage of employees, in that pay grade, who belong in each quartile. For example, pay grade 307 has zero employees in Quartile 2, 3, or 4. That pay grade is represented by a 100 percent red bar, showing that 100 percent of pay grade 307 employees are in Quartile 1. Pay grades 105 through 110 have employees in all four quartiles, however, and are consequently represented with bars displaying all four colors, corresponding to the percentage of employees for each pay grade in each quartile.

EXHIBIT 2D
QUARTILE ANALYSIS AND TIME WITH THE ORGANIZATION

GRADE	Total Employees	Average Tenure	1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
			# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure
101	5	9.1	0	-	3	2.9	1	15.3	1	21.6
102	36	3.6	20	2.2	12	1.7	4	16.4	0	-
103	30	4.0	8	1.7	18	1.7	2	10.4	2	27.8
104	5	1.7	3	0.5	1	0.2	1	7.0	0	-
105	30	7.1	14	2.6	7	5.9	7	13.7	2	20.6
106	28	11.7	6	3.1	12	8.5	4	17.4	6	22.7
107	19	5.9	13	3.3	2	10.9	2	16.5	2	6.9
108	11	7.8	2	2.0	4	4.6	4	9.0	1	27.8
109	27	7.2	11	1.8	11	10.5	2	15.9	3	9.0
110	24	9.8	6	2.1	11	10.3	6	16.6	1	8.9
111	7	13.6	2	1.6	3	21.9	2	13.1	0	-
112	5	4.2	2	1.2	1	13.9	0	-	2	2.5
113	11	15.7	1	1.6	5	13.6	2	17.0	3	23.0
114	7	11.7	1	1.0	3	7.4	2	14.3	1	29.8
115	14	11.3	4	12.1	5	13.1	5	8.8	0	-
116	8	10.7	4	3.3	0	-	2	17.2	2	18.8
117	8	13.4	0	-	3	16.3	3	7.8	2	17.5
119	3	12.5	0	-	0	-	2	3.7	1	30.0
120	1	1.2	0	-	1	1.2	0	-	0	-
121	6	4.4	2	7.1	1	3.3	1	0.6	2	4.3
123	1	6.4	0	-	0	-	1	6.4	0	-
201	10	5.1	7	3.2	2	6.6	1	15.8	0	-
204	15	16.2	5	8.5	9	19.1	1	27.9	0	-
205	1	23.9	0	-	1	23.9	0	-	0	-
301	27	4.9	15	1.7	5	6.6	5	7.3	2	18.6
305	18	3.2	13	2.3	4	6.7	0	-	1	1.2
306	5	3.1	4	2.4	1	5.7	0	-	0	-
307	3	14.2	3	14.2	0	-	0	-	0	-
308	5	13.9	3	16.8	2	9.6	0	-	0	-
Overall	**370**	**7.8**	**149**	**3.4**	**127**	**8.3**	**60**	**12.7**	**34**	**17.2**

EXHIBIT 2E
QUARTILE PLACEMENT BY PAY GRADE



Studying the data from the following exhibits can reveal certain patterns. One thing that can be observed is the percentage of employees in Quartile 1 generally decreasing as you progress through the grades of the General pay plan. For example, you can observe the number of employees in Quartile 1 decrease from pay grades 107 to 113. There are many reasons why this might be the case. One explanation is that employees who are promoted in the County could be expected to have progressed through their current pay grade to near the maximum. Then when they are promoted, they do not start back over at their new pay grade minimum, as that would result in a pay decrease. Instead, when an employee is promoted, they might start several steps into their new pay grade from day one. Another explanation is as you move to higher pay grades, positions are more competitive on the open market. There are typically more certifications required, more experience is desirable, and there are fewer employees available to fill the position. That requires the County to bid up the price of a new hire to attract high quality employees. On the other hand, the number of employees in Quartile 1 generally increases as employees progress through the grades of the EMS pay plan. This could indicate that employees within this pay plan are not moving equitably through the pay grades. It is impossible to determine why this pattern is occurring without more data. However, it is something that bears watching in the future, as the County could gather valuable information about itself.

2.4 COMPRESSION ANALYSIS

Pay compression can be defined as the lack of variation in salaries between employees with significantly diverse levels of experience and responsibility. Compression can be seen as a threat to internal equity and morale. Two common types of pay compression can be observed when the pay of supervisors and their subordinates are too close, or when the pay of highly tenured staff and newly hired employees in the same job are too similar.

According to the Society for Human Resources Management (SHRM), specific examples of actions that may cause pay compression include the following:

- Reorganizations change peer relationships and can create compression if jobs are not reevaluated.
- In some organizations, certain departments or divisions may be liberal with salary increases, market adjustments, and promotions — while others are not.
- Some employers have overlooked their Human Resources policies designed to regulate pay, paying new hires more than incumbents for similar jobs under the mantra of "paying what it takes to get the best talent."
- Many organizations have found it easy to hire people who have already done the same work for another organization, eliminating the need for training. Rather than hiring individuals with high potential and developing them for the long term, they have opted for employees who could "hit the ground running" — regardless of their potential.

Exhibit 2F indicates the ratio of subordinate to supervisor salaries by grade graphically and **Exhibit 2G** displays these results numerically. Employees were grouped into categories reflecting whether their actual salary was less than 80 percent, greater than 80 percent but less than 95 percent, greater than 95 percent but less than 100 percent, or greater than 100 percent of their supervisor's salary. Less than 80 percent would indicate that the ratio of an employee's salary to his supervisor's salary would yield a result of less than 0.8. For example, an employee with a salary of $79,000.00 and a supervisor with a salary of $100,000.00 would yield a ratio of 0.79 and be placed into the Less than 80 percent category.

An analysis of the data would quickly reveal that the majority of employees have salaries less than 80 percent of their supervisor's salary. Anywhere red or blue appears on **Exhibit 2F** is somewhere that warrants an examination of supervisor vs. employee salary.

EXHIBIT 2F
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE

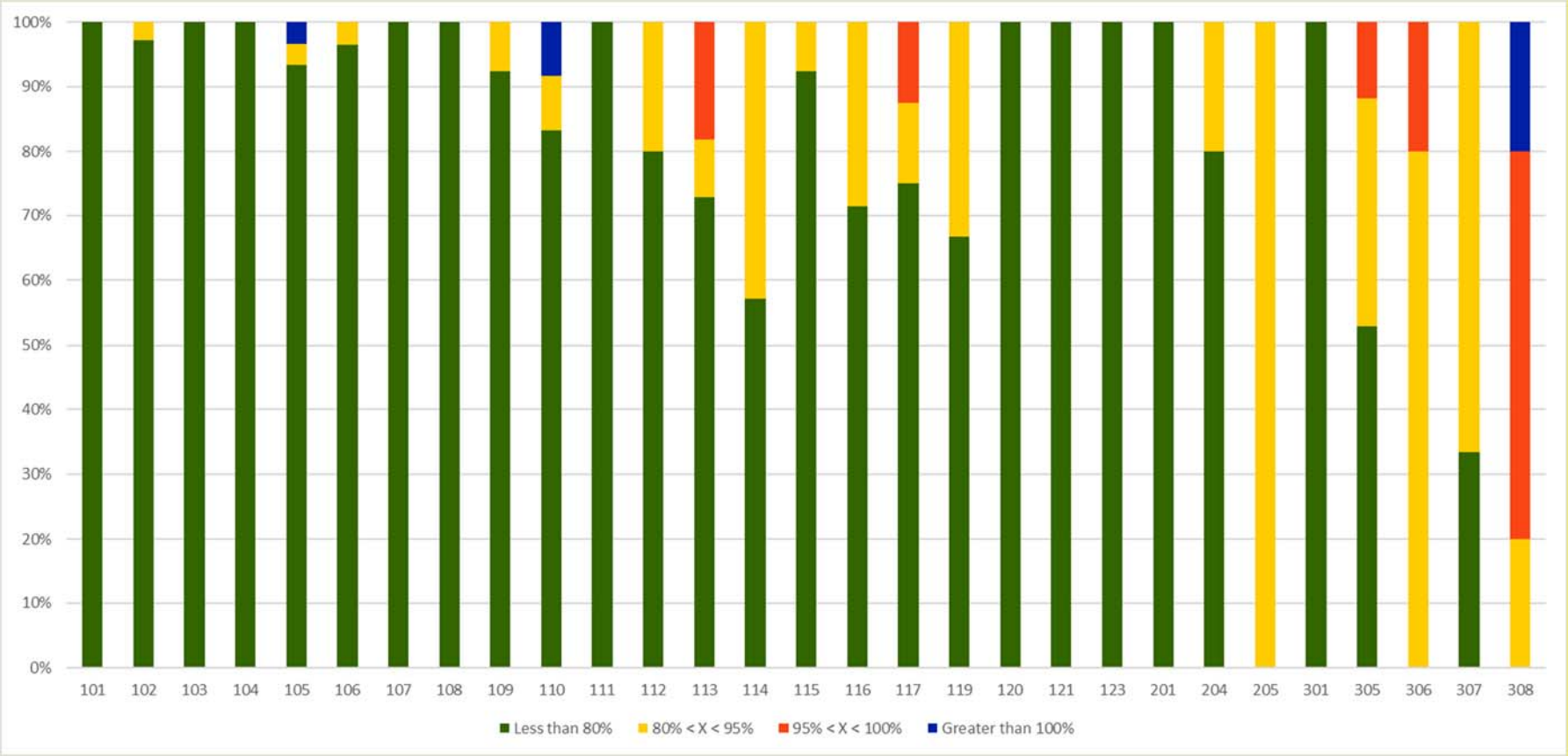


EXHIBIT 2G
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE

Grade	Less than 80%	80% < X < 95%	95% < X < 100%	Greater than 100%
101	5	0	0	0
102	35	1	0	0
103	30	0	0	0
104	5	0	0	0
105	28	1	0	1
106	27	1	0	0
107	19	0	0	0
108	11	0	0	0
109	24	2	0	0
110	20	2	0	2
111	7	0	0	0
112	4	1	0	0
113	8	1	2	0
114	4	3	0	0
115	12	1	0	0
116	5	2	0	0
117	6	1	1	0
119	2	1	0	0
120	1	0	0	0
121	6	0	0	0
123	1	0	0	0
201	10	0	0	0
204	12	3	0	0
205	0	1	0	0
301	27	0	0	0
305	9	6	2	0
306	0	4	1	0
307	1	2	0	0
308	0	1	3	1
Totals	319	34	9	4

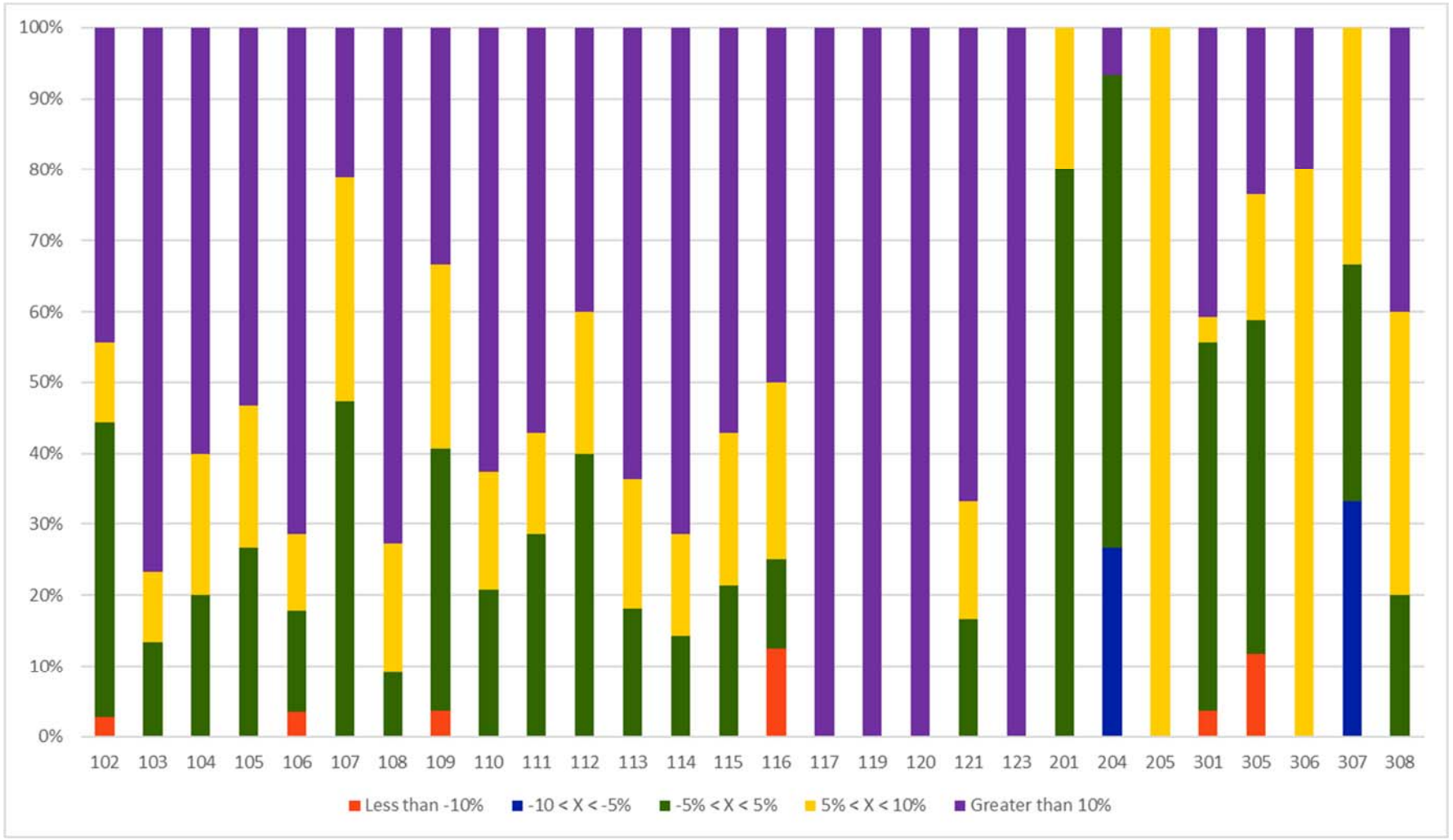
Exhibit 2H and Exhibit 2I highlight the actual vs. expected salaries of County employees, sorted by pay grade. Expected salary is calculated using a thirty-year progression assumption for employees. For example, an employee who had worked at his position for fifteen years would expect to be at the grade midpoint, while an employee with thirty or more years of class years would expect to be at the grade maximum. An important distinction between this compression table and the quartile analysis: this compression table utilizes class years, while the Quartile analysis uses tenure. Class years are differentiated from tenure by using the date that you started working in your current classification as the start date, instead of the date you first were hired. To illustrate, if an employee had been an accountant for fifteen years, and then was promoted last year to Accountant Supervisor that employee would have fifteen years of tenure, but only one class year.

On Exhibit 2I, it is easy to discern that many County employees are being paid wages that are more than 10 percent above what they would expect to receive, based on their class years. There could be several reasons for greater pay including internal promotions which could drive higher salaries. However, there are still many employees being paid wages less than 5 percent of what they would have expected to receive, based on class years. Anywhere red or blue appears on the Exhibit may require further review.

EXHIBIT 2H
ACTUAL VS. EXPECTED SALARY

Grade	Less than -10%	-10 < X < -5%	-5% < X < 5%	5% < X < 10%	Greater than 10%
101	0	0	0	0	5
102	1	0	15	4	16
103	0	0	4	3	23
104	0	0	1	1	3
105	0	0	8	6	16
106	1	0	4	3	20
107	0	0	9	6	4
108	0	0	1	2	8
109	1	0	10	7	9
110	0	0	5	4	15
111	0	0	2	1	4
112	0	0	2	1	2
113	0	0	2	2	7
114	0	0	1	1	5
115	0	0	3	3	8
116	1	0	1	2	4
117	0	0	0	0	8
119	0	0	0	0	3
120	0	0	0	0	1
121	0	0	1	1	4
123	0	0	0	0	1
201	0	0	8	2	0
204	0	4	10	0	1
205	0	0	0	1	0
301	1	0	14	1	11
305	2	0	8	3	4
306	0	0	0	4	1
307	0	1	1	1	0
308	0	0	1	2	2
Totals	7	5	111	61	185

EXHIBIT 2I
ACTUAL VS. EXPECTED SALARY



2.5 SUMMARY

There were many observations made with respect to the County's compensation system in place at the beginning of the study.

- Range spreads, recommended to be between 50 – 70 percent, are consistent throughout the pay grades. Most grades have range spreads of 55 – 56 percent.
- Only 1.1 percent of employees are at their pay grade maximum.
- More than half of employees are paid below their pay grade midpoint.
- A little less than half of employees (40.3 percent) are in Quartile 1 of their pay grade. This can indicate a workforce with a high turnover or that has recently expanded with many new hires. Further analysis is required to determine the cause of this imbalance.
- Most County employees are paid less than 80.0 percent of their supervisors' salaries.

This analysis acts as a starting point for the development of recommendations in subsequent chapters of this report. Paired with market data, Evergreen can make recommendations that will ensure that the County's compensation system is structurally sound in terms of best practice, competitive with the market, and treats all employees equitably moving forward.

Chapter 3 – Market Summary

The purpose of the market summary chapter is to benchmark the County's compensation practices against that of its market peers to establish how competitive the County is for employees within its market. To complete this market study, Evergreen compared pay ranges of select benchmark positions that the County possesses against the compensation of positions performing those same duties within peer organizations. By aggregating the differences in pay ranges across all the positions, a reasonable determination is made as to the County's competitive position within the market.

It is important to note that individual salaries are not analyzed in this methodology, since individual compensation can be affected by several variables such as experience and performance. For this reason, Evergreen looked at average pay ranges across the entire classification to make the most accurate comparison. The results of this market study should be considered reflective of the current state of the market at the time of this study; however, market conditions can change rapidly. Consequently, it is necessary to perform market surveys of peer organizations at regular intervals for an organization to consistently monitor its position within the market. Furthermore, the market results detailed in this chapter provide a foundation for understanding the County's overall structural standing to the market, and the rates reflected in this chapter, while a key factor, are not the sole determinant for how classifications were placed into the proposed salary ranges outlined in **Chapter 4.**

Evergreen conducted a comprehensive market salary survey for the County, which included 14 local governmental organizations responding to 53 benchmark positions. Target peers were selected based on several factors, including geographic proximity and population size. Target organizations were also identified for their competition to the County for employee recruitment and retention efforts. The list of targets that provided data for the purpose of this study is included in **Exhibit 3A**.

EXHIBIT 3A
TARGET MARKET PEERS

Respondent Organizations
Alachua County
Columbia County
DeSoto County
Glades County
Hardee County
Lake County
Marion County
Okeechobee County
Orange County
Osceola County
Putnam County
Seminole County
Sumter County
South Florida State College

Since the data collected for the market summary was from various regions of Florida, it was necessary to adjust peer responses relative to the County based on cost of living. For all organizations that fell outside the County's immediate region, a cost-of-living adjustment was applied to the reported pay ranges to ensure a market average was attained in terms of the spending power an employee would have in the County. Evergreen utilizes cost of living index information from the Council for Community and Economic Research, and the scale is based on the national average cost of living being set at 100. The cost-of-living index figures for The County and each of the respondent market peers are in **Exhibit 3B**.

EXHIBIT 3B
RESPONDENTS WITH COST-OF-LIVING ADJUSTMENTS

Market Peers	Cost of Living Index
Highlands County, FL	95.6
Alachua County	101.4
Columbia County	97.5
DeSoto County	92.3
Glades County	96.7
Hardee County	92.5
Lake County	98.6
Marion County	96.0
Okeechobee County	95.9
Orange County	104.9
Osceola County	93.8
Putnam County	94.4
Seminole County	106.3
Sumter County	100.0
South Florida State College	95.6

3.1 MARKET DATA

The results of the market study are displayed in **Exhibit 3C**, which includes the benchmark job titles and the market average salaries for each position at the minimum, midpoint, and maximum points of the pay ranges. Also included within the exhibit are the percentage differentials of the County's pay ranges at each respective point, relative to the market average pay. A positive percent differential is indicative of the County's pay range exceeding that of the average of its market peers; alternatively, a negative percent differential indicates the County's compensation for a given position lagging behind the average of its peers. For those classifications where no differential is shown, this is due to the County not possessing a pay range for comparison to the market. The exhibit also includes the average pay range for the market respondents for each position, as well as how many responses each benchmark received.

While all benchmarks are surveyed by each peer, not every peer organization possesses an appropriate match to supply salary information for. Consequently, the benchmarks receive varying levels of response. For this study, all positions that received less than five matches from market peers were not considered in establishing the County's competitive position. The rationale behind these positions being excluded is that insufficient response can lead to unreliable averages that may skew the aggregated data, blurring the reality of the County's actual position in the market. 48 of the 53 positions surveyed had a sufficient response for inclusion.

EXHIBIT 3C
MARKET SURVEY RESULTS

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
1	ADMINISTRATIVE ASSISTANT	$33,058.39	-4.7%	$41,759.88	-3.8%	$50,461.36	-3.2%	52.6%	10.0
2	ADMINISTRATIVE SECRETARY	$29,815.27	-14.6%	$36,203.05	-9.8%	$42,590.82	-6.5%	42.9%	4.0
3	ASSISTANT CUSTODIAL SUPERVISOR	$28,653.13	-24.1%	$36,031.42	-22.7%	$43,409.72	-21.9%	51.5%	4.0
4	ASSISTANT COUNTY ADMINISTRATOR	$101,740.41	-15.6%	$131,572.61	-17.0%	$161,404.82	-17.9%	58.7%	10.0
5	ASSISTANT COUNTY ATTORNEY	$89,718.21	-23.2%	$115,681.04	-24.3%	$141,643.88	-25.1%	57.7%	6.0
6	ASSISTANT COUNTY ENGINEER	$82,651.15	-22.3%	$104,646.80	-21.1%	$126,642.45	-20.7%	53.0%	5.0
7	ASSISTANT VETERAN SERVICES OFFICER	$36,192.37	-7.0%	$45,905.58	-6.5%	$55,618.79	-6.1%	53.7%	12.0
8	BUDGET ANALYST II	$46,774.80	-12.3%	$59,718.21	-12.5%	$72,661.63	-12.5%	55.4%	9.0
9	BUILDING DEPARTMENT ADMINISTRATOR	$47,751.18	-7.6%	$61,917.33	-9.3%	$76,083.48	-10.4%	59.8%	6.0
10	BUILDING INSPECTOR I	$47,807.94	-34.5%	$60,179.74	-33.2%	$72,551.53	-32.4%	51.7%	9.0
11	BUILDING INSPECTOR II	$51,751.16	-42.1%	$65,526.25	-41.4%	$79,301.35	-41.0%	53.1%	8.0
12	BUILDING INSPECTOR SUPERVISOR	$62,918.92	-21.6%	$78,714.66	-19.7%	$94,510.40	-18.5%	50.2%	8.0
13	BUILDING MAINTENANCE ASSISTANT	$31,046.76	-25.3%	$39,565.84	-25.3%	$48,084.91	-25.3%	55.2%	9.0
14	BUILDING OFFICIAL	$70,402.58	-19.3%	$89,143.88	-18.7%	$107,885.18	-18.2%	53.3%	9.0
15	BUSINESS SERVICES DIRECTOR	$67,428.60	12.0%	$86,243.66	11.7%	$105,058.72	11.4%	56.0%	4.0
16	CAC MANAGER	$44,925.56	5.2%	$57,741.18	4.4%	$70,556.79	3.9%	56.9%	2.0
17	CAPITAL PROJECT MANAGER	$66,362.65	-33.5%	$83,608.76	-32.3%	$100,854.88	-31.6%	51.9%	7.0
18	CODE ENFORCEMENT OFFICIAL I	$36,414.71	-14.3%	$46,462.58	-14.4%	$56,510.46	-14.5%	55.1%	11.0
19	COMMUNITY PROGRAMS DIRECTOR	$60,132.68	23.3%	$77,179.54	22.7%	$94,226.40	22.3%	56.9%	9.0
20	COUNTY ADMINISTRATOR	$125,512.84	-	$160,990.84	-	$196,468.84	-	57.0%	6.0
21	COUNTY ENGINEER	$89,343.06	-16.1%	$114,663.75	-16.8%	$139,984.44	-17.2%	56.6%	8.0
22	CUSTODIAN LEAD WORKER	$26,131.19	-21.7%	$33,184.65	-21.3%	$40,238.11	-21.0%	54.0%	7.0
23	ECONOMIC DEVELOPMENT MANAGER	$62,439.20	-27.5%	$80,355.92	-28.4%	$98,272.64	-29.0%	57.3%	7.0
24	EMERGENCY PLANNING COORDINATOR	$43,212.71	-17.9%	$55,604.24	-18.8%	$67,995.77	-19.4%	57.4%	10.0
25	EQUIPMENT OPERATOR II	$29,009.92	-11.9%	$36,617.61	-10.9%	$44,225.30	-10.3%	52.4%	11.0
26	EXECUTIVE MANAGER OF BUSINESS/ECONOMIC DEVELOPMEN	$82,655.07	-35.1%	$108,349.81	-37.8%	$134,044.55	-39.4%	62.2%	7.0
27	EXECUTIVE ASSISTANT	$39,933.61	-10.0%	$50,930.72	-10.1%	$61,927.82	-10.1%	55.1%	10.0
28	FAMILY SUPPORT WORKER	$28,931.36	-25.1%	$36,135.64	-23.0%	$43,339.92	-21.7%	49.7%	4.0
29	GIS MANAGER	$51,983.58	4.2%	$68,489.80	0.9%	$84,996.02	-1.2%	63.1%	8.0
30	GROUNDSKEEPER	$26,263.17	-22.2%	$34,375.41	-24.8%	$42,487.64	-26.4%	61.5%	5.0
31	HUMAN RESOURCES GENERALIST	$39,771.85	10.6%	$51,504.39	9.1%	$63,236.92	8.1%	59.0%	10.0
32	HUMAN RESOURCES MANAGER	$72,677.79	-22.5%	$92,084.92	-21.9%	$111,492.05	-21.5%	53.2%	12.0
33	LEGAL ASSISTANT	$35,987.76	0.3%	$45,749.23	0.6%	$55,510.71	0.8%	54.0%	8.0
34	LEGISLATIVE AFFAIRS GRANT COORDINATOR	$47,861.32	5.7%	$60,749.86	6.1%	$73,638.39	6.4%	53.9%	8.0
35	LIBRARIAN	$37,389.68	-3.5%	$47,939.37	-4.0%	$58,489.06	-4.4%	56.7%	9.0
36	LIBRARY ASSISTANT	$24,402.80	-14.9%	$30,461.71	-12.8%	$36,520.62	-11.4%	49.7%	10.0
37	MAINTENANCE WORKER	$25,574.05	-19.6%	$31,884.47	-17.3%	$38,194.89	-15.9%	49.4%	13.0
38	MECHANIC I	$31,758.67	-14.2%	$39,753.14	-12.4%	$47,747.61	-11.2%	50.3%	10.0
39	OMB MANAGER	$73,093.16	-23.0%	$92,170.93	-22.0%	$111,248.69	-21.2%	52.1%	11.0
40	PARKS & FACILITIES SUPERINTENDANT	$61,621.23	-6.1%	$79,520.36	-7.3%	$97,419.48	-8.0%	58.3%	9.0
41	PARKS & RECREATION ASSISTANT	$28,977.60	8.5%	$36,588.32	9.4%	$44,199.04	10.1%	52.5%	7.0
42	PARKS & RECREATION SUPERVISOR	$42,801.16	10.1%	$54,594.98	10.0%	$66,388.80	10.0%	55.1%	11.0
43	PLANNING AND ZONING MANAGER	$75,223.89	-25.9%	$95,265.23	-25.2%	$115,306.56	-24.8%	53.2%	8.0
44	PUBLIC INFO OFFICER	$50,507.38	-13.2%	$65,798.64	-15.4%	$81,089.89	-16.7%	60.6%	8.0
45	PUBLIC SAFETY DIRECTOR	$60,405.45	22.9%	$77,254.72	22.6%	$94,104.00	22.4%	56.1%	8.0
46	PUBLIC WORKS SPECIALIST	$35,664.22	-32.3%	$45,226.07	-31.8%	$54,787.93	-31.4%	53.5%	5.0
47	PURCHASING MANAGER	$57,948.72	0.1%	$73,632.04	0.4%	$89,315.35	0.6%	54.2%	12.0
48	RECORDS CLERK	$24,175.68	-14.0%	$34,301.94	-24.6%	$44,428.20	-30.8%	82.4%	8.0
49	SENIOR BUDGET ANALYST	$53,936.67	-13.0%	$67,111.02	-10.6%	$80,285.38	-9.0%	48.8%	6.0
50	SYSTEM ANALYST	$52,426.35	-3.4%	$67,508.83	-4.4%	$82,591.32	-5.1%	57.5%	8.0
51	TRAFFIC OPERATIONS MANAGER	$44,455.97	19.7%	$57,461.90	18.4%	$70,467.83	17.5%	58.4%	9.0
52	WAREHOUSE MANAGER	$36,828.67	-2.0%	$46,475.65	-0.9%	$56,122.63	-0.3%	52.2%	5.0
53	ZONING SPECIALIST	$36,990.19	-35.8%	$45,936.85	-33.3%	$54,883.52	-31.6%	48.3%	5.0
	Overall Average		**-12.1%**		**-12.1%**		**-12.1%**	**55.1%**	**8.0**
	Outliers Removed*		**-11.8%**		**-12.0%**		**-12.1%**		

3.2 SALARY SURVEY RESULTS

Market Minimums

It is important to assess where an organization is relative to its market minimum salaries, as they are the beginning salaries of employees with minimal qualifications for a given position. Organizations that are significantly below market may experience recruitment challenges with entry-level employees. As seen in **Exhibit 3C**, the County is currently 11.8 percent below the market average minimum, when considering positions with sufficient responses. The County's benchmark positions ranged from 42.1 percent below to 23.3 percent above the market minimum.

The following are summary points of the results analysis concerning the market minimum:

- Of the 48 County positions receiving sufficient response, 37 were below market, averaging 18.6 percent below. These 37 classifications represent 77 percent of all surveyed positions receiving sufficient response.

- Of the 37 positions below market, 30 were more than 10.0 percent below the average market minimum. These positions are displayed in **Exhibit 3D.**

EXHIBIT 3D
CLASSIFICATIONS MORE THAN 10% BELOW THE MINIMUM

Classification	Difference
ASSISTANT COUNTY ADMINISTRATOR	-15.6%
ASSISTANT COUNTY ATTORNEY	-23.2%
ASSISTANT COUNTY ENGINEER	-22.3%
BUDGET ANALYST II	-12.3%
BUILDING INSPECTOR I	-34.5%
BUILDING INSPECTOR II	-42.1%
BUILDING INSPECTOR SUPERVISOR	-21.6%
BUILDING MAINTENANCE ASSISTANT	-25.3%
BUILDING OFFICIAL	-19.3%
CAPITAL PROJECT MANAGER	-33.5%
CODE ENFORCEMENT OFFICIAL I	-14.3%
COUNTY ENGINEER	-16.1%
CUSTODIAN LEAD WORKER	-21.7%
ECONOMIC DEVELOPMENT MANAGER	-27.5%
EMERGENCY PLANNING COORDINATOR	-17.9%
EQUIPMENT OPERATOR II	-11.9%
EXECUTIVE MANAGER OF BUSINESS/ECONOMIC DEVELOPMEN	-35.1%
EXECUTIVE ASSISTANT	-10.0%
GROUNDSKEEPER	-22.2%
HUMAN RESOURCES MANAGER	-22.5%
LIBRARY ASSISTANT	-14.9%
MAINTENANCE WORKER	-19.6%
MECHANIC I	-14.2%
OMB MANAGER	-23.0%
PLANNING AND ZONING MANAGER	-25.9%
PUBLIC INFO OFFICER	-13.2%
PUBLIC WORKS SPECIALIST	-32.3%
RECORDS CLERK	-14.0%
SENIOR BUDGET ANALYST	-13.0%
ZONING SPECIALIST	-35.8%

- Of the 48 positions receiving sufficient response, 10 were above market, averaging 10.5 percent above. These classifications represent approximately 21 percent of all surveyed positions receiving sufficient response.

- Of those 10 positions, 5 were more than 10.0 percent above the market minimum average. These positions are displayed in **Exhibit 3E**.

EXHIBIT 3E
CLASSIFICATIONS MORE THAN 10% ABOVE THE MINIMUM

Classification	Difference
COMMUNITY PROGRAMS DIRECTOR	23.3%
HUMAN RESOURCES GENERALIST	10.6%
PARKS & RECREATION SUPERVISOR	10.1%
PUBLIC SAFETY DIRECTOR	22.9%
TRAFFIC OPERATIONS MANAGER	19.7%

Market Midpoints

The market midpoint is exceptionally important to analyze, as it is often considered the closest estimation of market average compensation. As seen in **Exhibit 3C**, the County is currently 12.0 percent below the market midpoint.

Analysis of the market midpoint comparisons yielded the following information:

- With respect to the midpoint average, 37 of the surveyed positions receiving sufficient response were below the market midpoint, averaging 18.7 percent below. These 37 positions represent 77 percent of the positions surveyed receiving sufficient response.

- Of the 37 positions below the market midpoint, 30 were more than 10.0 percent below the midpoint. These positions are displayed in **Exhibit 3F**.

EXHIBIT 3F
CLASSIFICATIONS MORE THAN 10% BELOW THE MIDPOINT

Classification	Difference
ASSISTANT COUNTY ADMINISTRATOR	-17.0%
ASSISTANT COUNTY ATTORNEY	-24.3%
ASSISTANT COUNTY ENGINEER	-21.1%
BUDGET ANALYST II	-12.5%
BUILDING INSPECTOR I	-33.2%
BUILDING INSPECTOR II	-41.4%
BUILDING INSPECTOR SUPERVISOR	-19.7%
BUILDING MAINTENANCE ASSISTANT	-25.3%
BUILDING OFFICIAL	-18.7%
CAPITAL PROJECT MANAGER	-32.3%
CODE ENFORCEMENT OFFICIAL I	-14.4%
COUNTY ENGINEER	-16.8%
CUSTODIAN LEAD WORKER	-21.3%
ECONOMIC DEVELOPMENT MANAGER	-28.4%
EMERGENCY PLANNING COORDINATOR	-18.8%
EQUIPMENT OPERATOR II	-10.9%
EXECUTIVE MANAGER OF BUSINESS/ECONOMIC DEVELOPMENT	-37.8%
EXECUTIVE ASSISTANT	-10.1%
GROUNDSKEEPER	-24.8%
HUMAN RESOURCES MANAGER	-21.9%
LIBRARY ASSISTANT	-12.8%
MAINTENANCE WORKER	-17.3%
MECHANIC I	-12.4%
OMB MANAGER	-22.0%
PLANNING AND ZONING MANAGER	-25.2%
PUBLIC INFO OFFICER	-15.4%
PUBLIC WORKS SPECIALIST	-31.8%
RECORDS CLERK	-24.6%
SENIOR BUDGET ANALYST	-10.6%
ZONING SPECIALIST	-33.3%

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- Of the 48 positions receiving sufficient response, 10 were above the market midpoint. These comprise 20.8 percent of the total classifications surveyed.

- Four positions were more than 10.0 percent above the market midpoint. Those positions are displayed in **Exhibit 3G**.

EXHIBIT 3G
CLASSIFICATIONS MORE THAN 10% ABOVE THE MIDPOINT

Classification	Difference
COMMUNITY PROGRAMS DIRECTOR	22.7%
PARKS & RECREATION SUPERVISOR	10.0%
PUBLIC SAFETY DIRECTOR	22.6%
TRAFFIC OPERATIONS MANAGER	18.4%

Market Maximums

The pay range maximum averages, and how they compare to the County's, are also detailed in **Exhibit 3C.** The County is, on average, 12.1 percent below the market at the maximum of its salary bands for these 48 classifications.

The following points are regarding the County's position relative to the market average maximum:

- At the market maximum, 38 of the 48 positions fell below the average, averaging 18.3 percent below. These 38 positions represent 79.2 percent of the total number of positions surveyed.

- Of these 38, 30 fell more than 10.0 percent below the market maximum. These 30 positions are displayed in **Exhibit 3H.**

EXHIBIT 3H
CLASSIFICATIONS MORE THAN 10% BELOW THE MAXIMUM

Classification	Difference
ASSISTANT COUNTY ADMINISTRATOR	-17.9%
ASSISTANT COUNTY ATTORNEY	-25.1%
ASSISTANT COUNTY ENGINEER	-20.7%
BUDGET ANALYST II	-12.5%
BUILDING DEPARTMENT ADMINISTRATOR	-10.4%
BUILDING INSPECTOR I	-32.4%
BUILDING INSPECTOR II	-41.0%
BUILDING INSPECTOR SUPERVISOR	-18.5%
BUILDING MAINTENANCE ASSISTANT	-25.3%
BUILDING OFFICIAL	-18.2%
CAPITAL PROJECT MANAGER	-31.6%
CODE ENFORCEMENT OFFICIAL I	-14.5%
COUNTY ENGINEER	-17.2%
CUSTODIAN LEAD WORKER	-21.0%
ECONOMIC DEVELOPMENT MANAGER	-29.0%
EMERGENCY PLANNING COORDINATOR	-19.4%
EQUIPMENT OPERATOR II	-10.3%
EXECUTIVE MANAGER OF BUSINESS/ECONOMIC DEVELOPMENT	-39.4%
EXECUTIVE ASSISTANT	-10.1%
GROUNDSKEEPER	-26.4%
HUMAN RESOURCES MANAGER	-21.5%
LIBRARY ASSISTANT	-11.4%
MAINTENANCE WORKER	-15.9%
MECHANIC I	-11.2%
OMB MANAGER	-21.2%
PLANNING AND ZONING MANAGER	-24.8%
PUBLIC INFO OFFICER	-16.7%
PUBLIC WORKS SPECIALIST	-31.4%
RECORDS CLERK	-30.8%
ZONING SPECIALIST	-31.6%

- Of the 48 surveyed positions receiving sufficient response, nine were above the market maximum. These nine positions represent 18.8 percent of the total number of positions surveyed receiving sufficient response.

- Of the nine above average positions, five of them were more than 10.0 percent above the market maximum. The positions are displayed in **Exhibit 3I**.

EXHIBIT 3I
CLASSIFICATIONS MORE THAN 10% ABOVE THE MAXIMUM

Classification	Difference
COMMUNITY PROGRAMS DIRECTOR	22.3%
PARKS & RECREATION ASSISTANT	10.1%
PARKS & RECREATION SUPERVISOR	10.0%
PUBLIC SAFETY DIRECTOR	22.4%
TRAFFIC OPERATIONS MANAGER	17.5%

3.3 SALARY SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.

The main summary points of the market study are as follows:

- The County is approximately 11.8 percent below the market minimum.
- The County is approximately 12.0 percent below the market at midpoint.
- The County is approximately 12.1 percent below the market at maximum.
- The County's pay range spread is about the same as its peers at approximately 55 percent. This results in the County's pay range minimums, midpoints, and maximums being equally behind the market.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen. By establishing the County's market position relative to its peers, Evergreen is better able to propose recommendations that enable the County to occupy its desired competitive position.

Chapter 4 - Recommendations

After reviewing the information provided in the preceding sections of this report, Evergreen developed recommendations to improve the County's current compensation system. The recommendations, as well as the findings that led to each recommendation, are discussed in detail in this section. The recommendations are organized into two sections: compensation and administration of the system.

4.1 COMPENSATION RECOMMENDATIONS

The compensation analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the County's compensation for selected benchmark classifications was compared to average compensation offered in the market the County competes for employees in. The external assessment consisted of comparing the County against its peer organizations and revealed that the County is currently below the market average by approximately 12 percent. During the internal equity assessment, consideration of the relationships between and the type of work being performed by the County's employees in their classifications was reviewed and analyzed.

FINDING

The County was found to be 12 percent behind market. In order to be competitive in the market going forward, Evergreen found reason to adjust the ranges of the pay plan.

RECOMMENDATION 1: Adjust the overall compensation structure.

For the County to become competitive in the market it is necessary to adjust the current compensation structure and align job classifications within the new plan. **Exhibit 4-1** shows the updated ranges for the County.

EXHIBIT 4-1
PROPOSED PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	$ 24,960.00	$ 31,200.00	$ 37,440.00	50.0%	-
102	$ 26,457.60	$ 33,072.00	$ 39,686.40	50.0%	6.0%
103	$ 28,045.06	$ 35,056.32	$ 42,067.58	50.0%	6.0%
104	$ 29,727.76	$ 37,159.70	$ 44,591.64	50.0%	6.0%
105	$ 31,511.42	$ 39,389.28	$ 47,267.14	50.0%	6.0%
106	$ 33,402.11	$ 41,752.64	$ 50,103.17	50.0%	6.0%
107	$ 35,406.24	$ 44,257.80	$ 53,109.36	50.0%	6.0%
108	$ 37,530.61	$ 46,913.26	$ 56,295.92	50.0%	6.0%
109	$ 39,782.45	$ 49,728.06	$ 59,673.67	50.0%	6.0%
110	$ 42,169.39	$ 52,711.74	$ 63,254.09	50.0%	6.0%
111	$ 44,699.56	$ 55,874.45	$ 67,049.34	50.0%	6.0%
112	$ 47,381.53	$ 59,226.92	$ 71,072.30	50.0%	6.0%
113	$ 50,224.42	$ 62,780.53	$ 75,336.64	50.0%	6.0%
114	$ 53,237.89	$ 66,547.36	$ 79,856.83	50.0%	6.0%
115	$ 56,432.16	$ 70,540.20	$ 84,648.24	50.0%	6.0%
116	$ 59,818.09	$ 74,772.62	$ 89,727.14	50.0%	6.0%
117	$ 63,407.18	$ 79,258.97	$ 95,110.77	50.0%	6.0%
118	$ 67,211.61	$ 84,014.51	$ 100,817.41	50.0%	6.0%
119	$ 71,244.31	$ 89,055.38	$ 106,866.46	50.0%	6.0%
120	$ 75,518.96	$ 94,398.70	$ 113,278.45	50.0%	6.0%
121	$ 80,050.10	$ 100,062.63	$ 120,075.15	50.0%	6.0%
122	$ 84,853.11	$ 106,066.38	$ 127,279.66	50.0%	6.0%
123	$ 89,944.29	$ 112,430.37	$ 134,916.44	50.0%	6.0%
UNG	-	-	-	-	-

Implementation of the new compensation structure requires two steps. First, all positions were assigned to an appropriate pay grade within the plan. Positions were reassigned to an appropriate grade in the updated pay plan, based on the market results and internal equity in the County. Assigning pay grades to classifications requires a balance of internal equity and desired market position, and recruitment and retention concerns also played a role in the process. Thus, the market results discussed in **Chapter 3** were not the sole criteria for the proposed pay ranges.

RECOMMENDATION 2: Evergreen recommends the County adopt a methodology to transition employee salaries into the proposed pay plan that aligns with its established compensation philosophy and meets the available financial resources of the institution.

The second step in implementing the proposed structure is then to transition employee salaries into their newly recommended pay ranges. This step can be taken via a variety of methods, each with their own strengths and drawbacks. Evergreen has provided four different recommendations for implementing salaries that the institution can pursue, each with their own advantages.

Move to Minimum

This option ensures that all County employees are moved into the new salary ranges. A simple test is done to see if an employee falls below the minimum of their new pay grade, and it so, that employee's salary is adjusted to be equal to the new salary range minimum of their grade. Any employees whose salaries are already higher than their new grade minimum would not receive an adjustment. The move to minimum option is typically the baseline adjustment done to salaries after any change to the pay plan. This implementation option would cost the County **$192,781.53** and would affect the salaries of **87 employees**.

30-Year Class Parity

This option consists of placing employees in their proposed pay ranges based on how long employees have been in their current classification with the County. The parity effectively divides the pay range into 30 equal segments, where each segment represents a year of class time. If an employee had been in his or her classification for 15 years, they would place at the midpoint of their new grade. If an employee's current salary is higher than their class parity projected salary, no adjustment is made, and as such **no salaries are decreased as part of this adjustment**. This methodology seeks to re-align employee salaries based on years in classification and can space out compressed employee salaries along the range based on this factor. However, this methodology does not account for experience employees may have outside of the County. The estimated cost for this adjustment is **$270,088.90,** affecting a total of **109 employees**.

30-Year Hybrid Parity

This option consists of placing employees into their proposed pay ranges based on how long employees have been with the County. The parity effectively divides the pay range into 30 equal segments, where each segment represents a year of class time. Additionally, employees are given partial credit for anytime they have spent at the County outside of their current classification at half credit. For example, an employee who has been in their classification for 5 years, but had 25 years with the County over all, would be placed at the midpoint of the range, due to their receiving 5 years of class time at straight credit, and the remaining 20 years of experience at half credit, for a total of 15 years of credit. If an employee's current salary is higher than their hybrid parity projected salary, the employee would maintain his or her current salary, as such no salaries are decreased as part of this adjustment. This methodology seeks to re-align employee salaries on the basis of years in classification, while also giving credit for additional experience, and can space out compressed employee salaries along the range based on this factor. However, this methodology does not account for past experience employees may have outside of the County. The estimated cost for this adjustment would be **$380,515.71** and would affect a total of **139 employees.**

Compa-Ratio

The Compa Ratio option moves salaries into the new pay ranges by ensuring that employees maintain the current progress vs. the midpoint in the new system that they have attained in their current ranges. This approach first looks at the compa ratio of employees, which is defined as the ratio between an employee's current salary and his or her grade midpoint, and then moves the employee to the salary in his or her newly recommended range that would maintain this same ratio. For example, if an employee were at the range midpoint currently, he or she would have a compa ratio of 1.0 or 100.0 percent. The employee would then be placed at the newly recommended range midpoint to maintain the employee's current progression. Therefore, if an employee's grade midpoint moved up by 6.0 percent due to a market adjustment in this study, the employee's salary would also move up by 6.0 percent. The total cost for the compa-ratio implementation would be **$1,506,966.77** and would affect **270 employees**.

4.2 COMPENSATION SYSTEM ADMINISTRATION

Any organization's compensation system will need periodic maintenance. The recommendations provided in this chapter were developed based on conditions at the time the study was conducted. Without proper upkeep of the system, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

RECOMMENDATION 3: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and adjust pay grade assignments if necessary.

While it is unlikely that the pay plan will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are having difficulty with recruitment, the County should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).

RECOMMENDATION 4: Conduct a comprehensive compensation study every three to five years.

While small-scale salary surveys can improve the market position of specific classifications, it is recommended that a full compensation study be conducted every three to five years to preserve both internal and external equity for the County. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the County in a poor position for recruiting and retaining quality employees.

While the previous two recommendations intend to maintain the competitiveness over time of the compensation structure, it is also necessary to establish procedures for determining equitable pay practices for individual employees.

RECOMMENDATION 5: Review policies and practices for moving employees' salaries through the pay plan, including procedures for determining salaries of newly hired employees and employees who have been promoted, demoted, or transferred to a different classification.

The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, demotions, and transfers depends on an organization's compensation philosophy. However, it is important for the County to have established guidelines for each of these situations, and that they are followed consistently by all employees. Common practices for progressing and establishing employee salaries are outlined below.

Salary Progression

Evergreen recommends that the County implement the new pay plan which would involve a one-time salary adjustment for employees to ensure they are placed in the proper percentile of their salary range. While this major adjustment should be performed when the County has the financial resources to do so, the County should continue to adjust salaries annually when financially feasible. Based on the feedback from County leadership, Evergreen recommends that the basis of salary adjustment in the future be done at three distinct levels.

- Structural: Adjustment to the ranges should be made annually and with the aim of adjusting for the changes in the cost of living. Evergreen recommends the County tie the annual compensation structure movement to the local change in the Consumer-Price-Index (CPI). This annual adjustment will ensure the County's pay ranges do not rapidly fall out of line with that of its peers; however, when conducting the small-scale surveys referenced above, the County should also collect pay plan movement and anticipated movement from its peers to gauge if market movement is keeping pace with CPI movement.

- Classification: As a result of the market surveys, the County may identify classifications or job families that are experiencing considerable market movement and as a result, reassignment of the pay grades should be considered when this occurs. Alternatively, if the County identifies classifications that have become hard to recruit and retain, pay grade reassignment should also be considered to ensure the County is competitive for both recruiting new talent and retaining existing employees.

- Individual: To tie into the adjustment of the structure, Evergreen recommends the County adjust employee salaries annually for Cost-of-living adjustment (COLA). This adjustment would be done for all employees who receive a satisfactory performance evaluation, and the percentage adjustment would need to be at least 1.0-2.0 percent more than the movement of the compensation structure in any given years, to allow for employee progression into the range. Moreover, based on the feedback from employees and County's desire to recruit and retain a high-quality workforce, Evergreen recommends the County grant additional adjustment to employees who receive above average performance evaluations. The County should exercise a differentiated percentage for high performers that met the financial constraints of the budget but still providing a meaningful incentive for high performance.

New Hires

A new employee's starting salary depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job. Typically, an employee holding only the minimum education and experience requirements for a classification is hired at or near the classification's pay grade minimum. An upper limit to the percentage above the minimum that can be offered to a new employee with only the minimum requirements should be established, where approval is needed to offer a starting salary that is a higher percentage above minimum. Another threshold should be established as the maximum starting salary possible without approval for new employees with considerable experience and/or education above the requirements for the position. It is common for the midpoint to be used as the maximum starting salary for most classifications. Once the County has performed the initial implementation adjustment for current employee salaries, new employee starting salaries should take into consideration internal equity, meaning that new hires should be offered comparable salaries to existing employees in the classification with similar levels of education and experience.

Promotions/Demotions

When an employee is promoted to a new classification, it is important to have guidelines for calculating the employee's new salary that rewards the employee for his or her new responsibilities, moves the salary into the new pay grade, and ensures internal equity in the new classification. It is common for organizations to establish a minimum percentage salary increase that depends on the increase in pay grade because of the promotion. Regardless of the minimum percent increase, the employee's new salary should be within the new pay grade's range, and internal equity of salaries within the classification should be preserved.

Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as his or her current classification or when an employee's classification stays the same, but his or her department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if his or her current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

RECOMMENDATION 6: Evergreen recommends the County review its policy regarding promotions/demotions and transfers to align with its new compensation structure.

Evergreen recommends the County review its policies relating adjustment of base salary for employees receiving promotion. Common practice is to grant a minimum percentage increase for promotions, but salaries should always be increased at least to the minimum of the new grade. In the case of demotions, common practice would be to implement a similar percentage decrease, except in cases where this percent decrease would reduce the employee's salary below the new range minimum. If the employee's salary exceeds the new

range maximum after the pay decrease, the employee should be capped from receiving any salary adjustments until the pay moves upward to allow for increases.

4.3 SUMMARY

The County should be commended for its desire and commitment to provide competitive and fair compensation for its employees. The recommendations in this report establish a new competitive pay plan and system administration practices that will provide the County with a responsive compensation system for years to come. While the upkeep of this recommended system will require concrete effort, the County will find that having a competitive compensation system that encourages strong recruitment and employee retention is worth this commitment.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Compensation Study
Final Report
Evergreen Solutions

Evergreen Solutions – Key Recommendations

Recommendation 1 - Adopt the new pay plan and adjust the overall compensation structure based on the new pay plan.

Recommendation 2 –Adopt a methodology to transition employee salaries into the new pay plan. The Hybrid methodology was discussed at the June 21, 2022, Board meeting for consideration.

Employee adjustments will be effective for pay period beginning October 10, 2022.

Recommended Pay Scale

Grade	Minimum	Midpoint	Maximum
101	$ 24,960.00	$ 31,200.00	$ 37,440.00
102	$ 26,457.60	$ 33,072.00	$ 39,686.40
103	$ 28,045.06	$ 35,056.32	$ 42,067.58
104	$ 29,727.76	$ 37,159.70	$ 44,591.64
105	$ 31,511.42	$ 39,389.28	$ 47,267.14
106	$ 33,402.11	$ 41,752.64	$ 50,103.17
107	$ 35,406.24	$ 44,257.80	$ 53,109.36
108	$ 37,530.61	$ 46,913.26	$ 56,295.92
109	$ 39,782.45	$ 49,728.06	$ 59,673.67
110	$ 42,169.39	$ 52,711.74	$ 63,254.09
111	$ 44,699.56	$ 55,874.45	$ 67,049.34
112	$ 47,381.53	$ 59,226.92	$ 71,072.30
113	$ 50,224.42	$ 62,780.53	$ 75,336.64
114	$ 53,237.89	$ 66,547.36	$ 79,856.83
115	$ 56,432.16	$ 70,540.20	$ 84,648.24
116	$ 59,818.09	$ 74,772.62	$ 89,727.14
117	$ 63,407.18	$ 79,258.97	$ 95,110.77
118	$ 67,211.61	$ 84,014.51	$ 100,817.41
119	$ 71,244.31	$ 89,055.38	$ 106,866.46
120	$ 75,518.96	$ 94,398.70	$ 113,278.45
121	$ 80,050.10	$ 100,062.63	$ 120,075.15
122	$ 84,853.11	$ 106,066.38	$ 127,279.66
123	$ 89,944.29	$ 112,430.37	$ 134,916.44

Grade	Minimum	Midpoint	Maximum
101	$ 12.00	$ 15.00	$ 18.00
102	$ 12.72	$ 15.90	$ 19.08
103	$ 13.48	$ 16.85	$ 20.22
104	$ 14.29	$ 17.87	$ 21.44
105	$ 15.15	$ 18.94	$ 22.72
106	$ 16.06	$ 20.07	$ 24.09
107	$ 17.02	$ 21.28	$ 25.53
108	$ 18.04	$ 22.55	$ 27.07
109	$ 19.13	$ 23.91	$ 28.69
110	$ 20.27	$ 25.34	$ 30.41
111	$ 21.49	$ 26.86	$ 32.24
112	$ 22.78	$ 28.47	$ 34.17
113	$ 24.15	$ 30.18	$ 36.22
114	$ 25.60	$ 31.99	$ 38.39
115	$ 27.13	$ 33.91	$ 40.70
116	$ 28.76	$ 35.95	$ 43.14
117	$ 30.48	$ 38.11	$ 45.73
118	$ 32.31	$ 40.39	$ 48.47
119	$ 34.25	$ 42.82	$ 51.38
120	$ 36.31	$ 45.38	$ 54.46
121	$ 38.49	$ 48.11	$ 57.73
122	$ 40.79	$ 50.99	$ 61.19
123	$ 43.24	$ 54.05	$ 64.86

Option Costs Including Estimated Benefits

	Cost	Employees	Average
Bring to Min	$ 263,825.91	87	$ 3,032.48
30-Year Class Parity	$ 367,093.67	108	$ 3,399.02
30-Year Hybrid Parity	$ 516,760.29	138	$ 3,744.64
30-Year Tenure Parity	$ 863,245.75	169	$ 5,107.96

- **Bring to Minimum** – places employees in the newly recommended ranges and makes no further adjustment.

- **Parity Options** – gives a "projected salary" based on a time metric. If an employee falls below the projected salary, they receive an adjustment. Class gives credit for current position only, Tenure gives credit for all time with the County, and Hybrid blends the two.

Evergreen Solutions - Next Steps

- Employees affected by this study will receive a letter of explanation and pay information from the HR department.

- The HR department will perform ongoing reviews of policies and recommend another compensation study be performed in 2 to 3 years.

- The County will be required to comply with the Florida minimum wage law of $15 per hour by September 30, 2026.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Ingra Gardner, Community Programs Director**

SUBJECT/TITLE: **Request acceptance of nine (9) Health Services Grant Agreements for FY 2022-2023 per the recommendation of the Highlands County Hospital District Board.**

STATEMENT OF ISSUE

The Hospital District Board members reviewed grant requests from community agencies and have made recommendations for the Health Services Grant Funds for FY 22/23. Before the Board, grant agreements between the Highlands County BOCC and this year's Grantees:
1. Central Florida Health Care, Inc. - $10,000; 2. Champion for Children Foundation of Highlands County, Inc. - $15,000 - Prevention Services; 3. Champion for Children Foundation of Highlands County, Inc. - $7,000 - Cox Living Memorial Fund; 4. Change of Pace, Inc. - $10,000; 5. Florida Department of Health Highlands - $50,000; 6. Peace River Center for Personal Development, Inc. - $25,000; 7. Ridge Area ARC, Inc. - $20,000; 8. Samaritan's Touch Care Center, Inc. - $80,000; 9. South Florida State College Foundation, Inc. - $5,000.

RECOMMENDED ACTION

Move to accept the nine (9) Health Services Grant Agreements for the FY 2022-2023 per the recommendation of the Highlands County Hospital District Board.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. These grants are included in the FY 2022-2023 budget.

Attachments:
2022-23 List of Grant Recommendations.pdf
Central Florida Health Care.pdf
Champion for Children Foundation - Prevention Svcs.pdf
Champion for Children Foundation - Cox Living Memorial.pdf
Change of Pace.pdf
Florida Department of Health Highlands.pdf
Peace River Center.pdf
Ridge Area ARC.pdf
Samaritan's Touch Care Center.pdf
South Florida State College Foundation.pdf

HIGHLANDS COUNTY HOSPITAL DISTRICT
BOARD OF COMMISSIONERS
Dependent Special District
600 S. Commerce Avenue, Sebring, Florida 33870
Office (863) 402-6940 Fax (863) 402-6627 www.highlandsfl.gov

2022-2023 HEALTH SERVICES GRANT RECOMMENDATIONS

	AGENCY	RECOMMENDED GRANT AMOUNT
1.	Central Florida Health Care, Inc.	10,000
	Champion for Children Foundation of Highlands County , Inc.	
2.	❖ Prevention Services	15,000
3.	❖ Ila and Kinsley Cox Living Memorial Fund	7,000
4.	Change of Pace, Inc	10,000
5.	Florida Department of Health Highlands	50,000
6.	Peace River Center for Personal Development, Inc.	25,000
7.	Ridge Area ARC, Inc	20,000
8.	The Ruth E. Handley Children's Advocacy Center - no agreement	38,000
9.	Samaritan's Touch Care Center, Inc.	80,000
10.	South Florida State College Foundation, Inc.	5,000
	Recommended Total	**$260,000**

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the Sate of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and CENTRAL FLORIDA HEALTH CARE, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 45 5th Street NW Winter Haven, FL 33881; FEIN #59-1404594 ("GRANTEE'), as of this day of_____, 2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund a year-long outreach effort to provide backpacks to Highlands County's homeless population that will contain personal hygiene products, non-perishable foods items, and CFHC information to schedule medical and dental visits which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APLLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$10,000** for providing the services descried in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used or services or costs incurred prior to October 1, 2022 The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents,

sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Laurie A. Hurner 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@Roperpa.com
GRANTEE:	Ann Clausen, CEO Central Florida Health Care 47 5th Street NW Winter Haven, FL 33881

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

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This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

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The GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEEs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

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In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O Box 7125 Sebring, Florida 33872; FEIN65-0444941 ("GRANTEE'), as of this____day of_____, 2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund child abuse and neglect prevention programs and early-intervention services to children and families in Highlands County which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APLLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$15,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2022. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OFHIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents,

sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Laurie A. Hurner 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@Roperpa.com
GRANTEE:	Carissa Marine Champion for Children Foundation P.O Box 7125 Sebring, Florida 33872

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

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The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

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The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O Box 7125 Sebring, Florida 33872 FEIN 65-0444941 ("GRANTEE'), as of this____day of_____, 2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund direct financial assistance with medical needs and health services for children and parents/guardians diagnosed with serious illnesses or facing serious injuries which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$7,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees,

agents, sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Laurie A. Hurner 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@Roperpa.com
GRANTEE:	Carissa Marine Champion for Children Foundation P.O Box 7125 Sebring, Florida 33872

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEEs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and CHANGE OF PACE, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 4514 Hammock Road Sebring, FL 33872 FEIN 35-2390416 ("GRANTEE'), as of this___day of_____, 2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund program services to the caregivers of Highlands County that care for those that have Alzheimer's or another dementia which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$10,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2022. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

- The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction ofthe COUNTY.

D. In the event that GRANTEE fails to perform all the services described underthe terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents,

sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Board of County Commissioners
of Highlands County
Attn: Laurie A. Hurner
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@Roperpa.com

GRANTEE: Cora Schwingel
Change of Pace, Inc.
4514 Hammock Road
Sebring, FL 33872

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEEs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and FLORIDA DEPARTMENT OF HEALTH HIGHLANDS COUNTY, a Florida not for profit corporation, whose address and Employer Identification Number are 7205 South George Boulevard Sebring, FL 33875; FEIN F593-502-843-224 ("GRANTEE'), as of this____day of_____, 2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund primary care, dental health, and wellness services to the community residents which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$50,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2022. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees,

agents, sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Laurie A. Hurner 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@Roperpa.com
GRANTEE:	Angela M. Robles Florida Department of Health-Highlands County 7205 South George Boulevard Sebring, FL 33875

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEEs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this_____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O. Box 1559 Bartow, FL 33831; FEIN 59-0818924 ("GRANTEE'), as of this____day of_____,2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund outpatient therapy services, medication management, and psychiatric services for under and uninsured Highlands County residents which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$25,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2022. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents,

sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Laurie A. Hurner 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@Roperpa.com
GRANTEE:	Larry G. Williams, Jr. Peace River Center, Inc. 1239 E Main Street Bartow, FL 33830

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEEs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this_____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and RIDGE AREA ARC, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 4352 Independence Street, Avon Park, FL 33825; FEIN 59-0829984 ("GRANTEE'), as of this____day of _____ , 2022, upon the following terms, conditions and considerations.

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund the Community Care Transitions Program to provide early medical intervention which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$20,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2022. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees,

agents, sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Board of County Commissioners
of Highlands County
Attn: Laurie A. Hurner
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@Roperpa.com

GRANTEE: Kathleen Border
Ridge Area, Inc.
4352 Independence Street
Avon Park, FL 33825

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

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In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

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The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this_____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and SAMARITAN'S TOUCH CARE CENTER, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 3015 Herring Avenue, Sebring, FL 33870, FEIN 02-0773338 ("GRANTEE'), as of this_____day of _____, 2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund direct delivery of free primary and specialized medical care (including the provision of dental and vision care and free prescription medications) to uninsured and financially disadvantaged patients which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$80,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2022. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents,

sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Laurie A. Hurner 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@Roperpa.com
GRANTEE:	William Stephenson Samaritan's Touch Care Center 3015 Herring Avenue Sebring, FL 33870

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEEs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this_____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and SOUTH FLORIDA STATE COLLEGE FOUNDATION, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 13 E. Main Street, Avon Park, FL 33825; FEIN 59-3050497 ("GRANTEE'), as of this_____day of_____, 2022, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund dental hygiene services and oral health education for children and eligible adults which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.

2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.

3. **Compensation.** The COUNTY agrees to pay GRANTEE **$5.000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2022. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.

4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2023, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.

6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2023. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2023, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2023. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2022.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The GRANTEE has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.

D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the GRANTEE for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the GRANTEE.

SECTION 10. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the GRANTEE shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured GRANTEE,
2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the GRANTEE's obligation to fulfill the insurance requirements specified herein.

D. The GRANTEE shall ensure that any sub-GRANTEE(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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.

SECTION 15. INDEPENDENT GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEEs, representatives, volunteers, and the like, will be an independent GRANTEE and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The GRANTEE, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-GRANTEEs, representatives, volunteers or the like. The GRANTEE agrees to indemnify, defend, and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents,

sub-GRANTEEs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Laurie A. Hurner 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@roperpa.com
GRANTEE:	Jamie Bateman, VP Inst Advmt and Ext Affairs South Florida State College 600 W. College Drive Avon Park, FL 33825

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the GRANTEE shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEEs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all subGRANTEEs performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The GRANTEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of_____, 2022.

GRANTEE

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of_____, as_____, of_____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced_____as identification, and who did/did not take an oath this_____ day of_____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request approval of Professional Services Agreement between Highlands County and AIM Engineering and Surveying Inc. to provide engineering services for the Lake June-in-Winter Catfish Creek Best Management Practices (BMPs), project number 21062.**

STATEMENT OF ISSUE

The Highlands County Board of County Commissioners approved the cooperative funding initiative agreement with Southwest Florida Water Management District January 18, 2022 for the Lake June-in-Winter Catfish Creek Best Management Practices (BMPs) to include a cost share of 75% Southwest Florida Water Management District and 25% Highlands County.
The project includes design, permitting, and construction of stormwater BMPs in Catfish Creek to improve water quality in Lake June-in-Winter.
AIM Engineering and Surveying Inc. is to provide engineering services such as design drawings and technical specifications for construction for the Lake June-in-Winter Catfish Creek BMP project number 21062 for a total of $134,707.50.

RECOMMENDED ACTION

Move to approve Professional Services Agreement between Highlands County and AIM Engineering and Surveying Inc. to provide engineering services for the Lake June-in-Winter Catfish Creek Best Management Practices (BMPs), project number 21062 in the amount of $134,707.50

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as these costs are included in the current budget. $33,676.88 of the $134,707.50 total cost will be funded by the county in Cost Center 6303 (Natural Resources), Project 21062 (Lk June-in-Winter Catfish Creek BMPs) and the remainder ($101,030.62) will be reimbursed from Southwest Water Management District once complete, based on the 75%/25% cost-share agreement.

Attachments: 20-024 AIM CSA 1_CatfishBMPs V8-12-2022.CB.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following	
☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	**#N/A**
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	**# 1**

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement **AIM Engineering & Surveying Inc** (Agreement) between HIGHLANDS COUNTY and (CONSULTANT) identified by the Master Contract Date. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$ 134,707.50

Budget Account Number:
cc – 6303; Project number 21062;
Expense Account # 56300Z; Revenue Account #3344930Z

RFP# 20-024 Category 2 Engineering

Master Contract Date:
03/16/2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☐ **Exhibit C** – Sub-Consultants **N/A**
☐ **Exhibit D** – Plans/Drawings/Survey **N/A**

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Dawn Ritter, Natural Resources Manager	Print Name: Jonathan Harrison, Road & Bridge Director
X Dawn Ritter 9/1/2022	X Jonathan Harrison 9/1/2022
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: Tracy A Levy, Treasurer	Print Name: Daniel Schroeder 239-284-1911(O), 823-8171 (C)
X 9/1/2022	
3. Consultant Signature Date	

PURCHASING REVIEW

Purchasing Manager or Designee
Print Name: Lori DeLoach, Purchasing Manager
X Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2022.09.02 12:06:34 -04'00'
4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee
Print Name: David M. Raulerson, Assistant County Attorney
X 9/14/2022
5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
Print Name: Laurie Hurner, Interim County Administrator	Print Name: Kathleen G. Rapp, Chair
X to be executed by Board Chair	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: Lake June-in-Winter Catfish Creek Best Management Practices (BMPs)

Background:
The Project includes the design, permitting, and construction of stormwater best management practices (BMPs) in Catfish Creek to improve water quality in Lake June-in-Winter. The drainage area includes approximately 2,760 acres of the Catfish Creek watershed.

Resource Benefit:
The Resource Benefit of the Project is the reduction of pollutant loads to Lake June-in-Winter by an estimated 205 lbs./yr. total nitrogen (TN) and 42 lbs./yr. total phosphorus (TP).

Measurable Benefit:
Design, permitting, and construction of low impact development (LID) BMPs to provide treatment to 2,760 acres of the Catfish Creek watershed. Construction will be done in accordance with the permitted plans.

The CONSULTANT is to provide engineering services for the project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 1. Project Design

DESIGN – The CONSULTANT shall provide the necessary services such as design drawings and technical specifications for construction. At each design stage submittal, the CONSULTANT shall provide resource benefit calculations and methodology, including cost-benefit analysis for the two water quality improvement projects, which include a Baffle Box near Placid Lakes Golf Course and Floating Treatment Wetland Islands within Catfish Creek. The resource benefit calculation & methodology shall include an analysis of reductions in total nitrogen (TN) and total phosphorus (TP) for each proposed BMP location as estimated using BMP Trains modeling. The CONSULTANT will also review the Florida Department of Environmental Protection's (FDEP's) "Statewide Best Management Practice (BMP) Efficiencies for Nonpoint Source Management of Surface Waters" as a reference point guide in comparing BMP Trains modeling results to statewide average reporting. Reductions will be considered both in pounds per year and in pounds per year per unit cost, which is a functionality of the BMP Trains model.

SURVEY -- The CONSULTANT shall provide the necessary services such as survey, subsurface investigation services, environmental services, locate utilities, and engineering services to develop design drawings and technical specifications for construction. In addition, obtain any easement access, if applicable.

The CONSULTANT shall establish horizontal control on-site relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83). Control based on Real-Time Kinematic GPS corrections from Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN) base stations or locally published Nation Geographic Survey (NGS) control points. Establish vertical control relative to the North American Vertical Datum of 1988 (NAVD 88). Research deeds, plats, and available maps of surrounding parcels to determine

adjacent ownership, exiting easement location, and road right of way limits. Locate sufficient corner evidence in the field to map road right of way, existing easement location, and adjacent ownership parcels. Collect topographic data of proposed BMP locations, including existing structure, inverts, and surrounding topography.

Locate sufficient corner evidence in the field to map the canal right of way. Collect topographic data of existing weir structure at end of Lake Graves Road as well as 100-foot cross sections of Catfish Creek Canal. Cross sections will be collected every 100 feet extending 100 feet downstream and 1000 feet downstream of the existing weir. Cross section limits will terminate with a single natural ground shot past each the top of bank of the canal. Calculate a survey base line based on the center of canal right of way.

Deliverables

- Design drawings, resource benefit calculations (BMP Trains Analysis), and methodology at 30%, 60%, 90%, and final design levels; include electronic, CAD file in NAD83 and NAVD88, and all supporting documentation.
- Engineer's opinion of the probable cost at 30%, 60%, 90%, and final design.
- Technical Specifications at 60%, 90%, and final design.
- Conduct resource benefit calculations and methodology at 30%, 60%, 90%, and final design levels (including any supporting documentation). The professional engineer shall sign and seal the final resource benefit calculations and methodology using standard practice values.
- Quarterly progress reports with dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction.
- Professional engineer shall sign and seal the final design drawings, resource benefit calculations, methodology, and surveyor's report.
- AutoCAD ".dgw" file of topographic and right of way information.
- Legal descriptions and sketches for easement exhibits, if applicable.
- Produce up to three (3) legal descriptions and sketches for new easement exhibits, if required at each BMP site location.
- Calculations of survey base lines based on the center of canal right of way.
- Quarterly progress reports.
- All supporting documentation.

TASK 2. Permitting

PERMITTING – The CONSULTANT shall prepare and submit all necessary permit applications and seek to obtain necessary approvals; local government approvals, and real property rights necessary to complete and operate the Project prior to commencing any construction of the Project; including easement agreements for access if needed.

Deliverables

- Permit Applications and approvals
- Documents for assisting with obtaining real property rights, if needed
- Documents for assisting with obtaining easement agreements, if needed
- Quarterly progress reports

TASK 3. Bidding & Construction Contract Award

BIDDING AND CONTRACT AWARD – The CONSULTANT will ensure conformance with the drawings, specifications, and deliverables. The CONSULTANT will provide, for bidding purposes, a Scope of Work, itemized bid form, and assistance with responses to questions posed during the construction bidding process. The CONSULTANT will assist with the review of construction bid submissions and provide an Engineering opinion for award.

Deliverables

- Scope of Work
- Itemized bid form
- Quarterly progress reports

TASK 4. Construction Engineering and Inspection (CEI)

CONSTRUCTION ENGINEERING AND INSPECTION – The CONSULTANT shall provide limited oversight on the construction of the Project in conformance with the final design drawings, specifications, and approved permits. Complete engineering inspections and monitor all phases of construction by means of engineering observations to give reasonable assurance that the construction work conforms to the permitted drawing and design specifications, limited to one (1) site bi-weekly visit for a five-month construction duration.

Deliverables

- Inspection documents
- Quarterly progress reports and dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction

Task 5. As-Built Survey Review, Record Drawings, and Certification of Substantial Completion

AS-BUILD SURVEY, RECORD DRAWINGS, AND CERTIFICATE OF SUBSTANTIAL COMPLETION – The CONSULTANT shall review the contractor-provided as-built survey, signed and sealed and certified by a licensed Florida professional surveyor, to provide the County Record Drawings and Certificate of Substantial Completion signed and sealed by a professional engineer. The CONSULTANT shall provide the resource benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.

Deliverables

- Signed and sealed As-Built Survey (provided by the contractor's PSM)
- Signed and sealed Record Drawings
- Signed and sealed Certificate of Substantial Completion
- An updated signed and sealed resource benefits, calculations, and methodology report with supporting documentation (should the completed project be constructed substantially different than the final design)
- All supporting documentation
- Quarterly progress report with dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction

SPATIAL REFERENCE, CAD DELIVERABLE REQUIREMENTS

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVO 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

PERIOD OF SERVICES:

Upon receipt of a Purchase Order and duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above. The Lake June-in-Winter Catfish Creek services described herein will be completed by **March 1, 2024.**

PROJECT SCHEDULE		
DESCRIPTION	***COMMENCE***	***COMPLETE***
Design	Upon issuance of PO	6 months
Permitting	Upon issuance of PO	4 months
Bidding & Construction Contract Award	TBD	3 months
Construction and Construction Engineering & Inspection (CEI)	TBD	TBD
As-Built Survey, Record Drawings & Certificate of Substantial Completion	Upon Final Completion of Construction	3/1/2024

Table 1: Dates will be adjusted based on Highlands County Board of County Commissioner approval date.

Exhibit "B"
Compensation

TASK	DESCRIPTION	FEE
Lake June-in-Winter Catfish Creek BMPs		
1	Design	$88,147.50
2	Permitting	$10,460.00
3	Bidding & Contract Award	$ 6,460.00
4	Construction Engineering and Inspection (CEI)	$20,630.00
5	As-Built Survey Review, Record Drawings, and Certification of Substantial Completion	$ 9,010.00
FIXED FEE (Including Reimbursable Expenses)		$134,707.50

As established in RFP 20-024 Job Class Titles and Hourly rates, not to be exceeded, are to be used.

Compensation for the professional services listed above shall be based on the, not to exceed, hours provided in fee schedule below. Invoices will be sent monthly and each invoice will contain a brief summary of the tasks performed with an estimated percentage of completion for each task. Any additional fees will not exceed the contract rate. All changes must be approved in writing through an amended Authorization Form, as appropriate.

Items not considered for compensation include those unrelated to the resources benefit of resulting from design errors and defects in the work. Any surcharges are not considered an allowable cost, i.e. administrative cost and travel.

See additional hourly break down on next page.

Fee Breakdown for:
Lake June-in-Winter Catfish Creek Best Management Practices (BMPs)

Title/Job Description:	Principal Engineer	Project Manager 3	Senior Engineer 1	Engring Intern	SUR Chief Surveyor	SUR Survey/ GIS/SUE Analyst 3 (Senior)	SUR Survey/ GIS/SUE Analyst 2 (Junior)	SUR Party Chief	SUR Survey Technician 3 (Senior)	SUR Survey Technician 1 (Entry)	SUR SUE Technician 3 (Senior)	SUR SUE Technician 2 (Junior)	SUR SUE Technician 1 (Entry)	Line Item Costs	Element Total
Personnel Hourly Rate:	$240.00	$220.00	$170.00	$95.00	$165.00	$105.00	$85.00	$82.00	$72.00	$50.00	$80.00	$68.00	$52.00		
ELEMENT & TASK DESCRIPTIONS															
Task 1 - Project Design															**$88,147.50**
Design Tasks														***Subtotal:***	***$49,530.00***	
30% Design (Plans, EOPC & Resource Benefit Analysis)	10	20	42	80										$21,540.00	
60% Design (Plans, EOPC & Resource Benefit Analysis)	5	10	22	40										$10,940.00	
90% Design (Plans, EOPC, Tech Specs & Resource Benefit Analysis)	4	8	18	32										$8,820.00	
Final Design (Plans, EOPC, Tech Specs & Resource Benefit Analysis)	2	4	12	16										$4,920.00	
Quarterly Reports (10-month design)		3	10	10										$3,310.00	
Surveying Tasks (for Baffle Box near Placid Lakes Golf Course)														***Subtotal:***	***$12,940.00***	
Surveying															
Horizontal Coordinates / Set Control					1	0.5		2	2	2				$625.50	
NAVD 88 Elevations					1	0.5	1	8	8	8				$1,852.00	
Research					1	2								$375.00	
Field Recon & Mapping of R/W					1	8		3	3	3				$1,617.00	
Topo & Improvements						0.5		7	7	7				$1,480.50	
CAD deliverables					2	10								$1,380.00	
Survey Report					4									$660.00	
Sketch & Descriptions															
Up to 3					5	15								$2,400.00	
Subsurface Utiliyt Engineering (SUE)															
Two test holes						2	4				10	10	10	$2,550.00	
Surveying Tasks (for FTW within Catfish Creek)														***Subtotal:***	***$25,677.50***	
Surveying															
Horizontal Coordinates / Set Control					3	1		12	12	12				$3,048.00	
NAVD 88 Elevations					1	0.5	2	8	8	8				$2,019.50	
Research					1	4								$585.00	
Field Recon & Mapping of R/W					2	16		10	10	10				$4,050.00	
Topo & Improvements					1	18		40	40	40				$10,215.00	
Calc Survey BL						1								$105.00	
CAD deliverables					3	20								$2,595.00	
Survey Report					4									$660.00	
Survey Sketch & Descriptions (if required)														$0.00	
Up to 3					5	15								$2,400.00	
Task 2 - Permitting															**$10,460.00**
Permit application preparation and submittion	2	4	10	16										$4,580.00	
Responde to RAIs	1	2	4	8										$2,120.00	
Real property Rights, if needed		2	4	8										$1,880.00	
Easement Agreements, If needed		2	4	8										$1,880.00	
Task 3 - Bidding & Contract Award															**$6,460.00**
Scope of Work & Itemized bid form		2	6	8										$2,220.00	
Responses to bidder questions, review of bids, and Engineering opinion for award	2	4	8	16										$4,240.00	
Task 4 - Construction Engineering and Inspection (CEI)															**$20,630.00**
Review contractor shop drawing	2	4	9	20										$4,790.00	
Engineering inspections: one (1) site visit per week for a 5-month duration	6		20	80										$12,440.00	
Quarterly constrcution progress reports	1	3	8	12										$3,400.00	
Task 5 - As-Built Survey Review, Record Drawing & Certification of Substantial Completion															**$9,010.00**
Review Survey As-Builts for both locations	1	2	7	8										$2,630.00	
Engineering Record Drawing	1	2	8	16										$3,560.00	
Certificate of Substantial Completion		1	2	4										$940.00	
Revised Resource benefit calculations		2	4	8										$1,880.00	
														Total:	**$134,707.50**

Exhibit "C"
Sub-Consultants

Please provide information of any sub-consultants being used.

Type/Service: (Not applicable)
Name: (Not applicable)
Address:
Contact:
Contact Phone:
Contact E-mail:

EXHIBIT "D"
Plans/Drawings

Not applicable for this Authorization Form.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 4, 2022

PRESENTER: **Tanya Cannaday, Business Svcs Director**

SUBJECT/TITLE: **Request Approval of the Highlands County Health Department's FY 22-23 Core Contract**

STATEMENT OF ISSUE

The Core Contract is mandated by Florida Statute, Chapter 154. Annual approval of the Core Contract between the Highlands Board of County Commissioners and the State of Florida for Fiscal Year 2022-2023 is requested.

RECOMMENDED ACTION

Move to approve the Highlands County Health Department (CHD) Core Contract for Fiscal Year 2022-2023 between the Highlands County Board of County Commissioners and the State of Florida.

FISCAL IMPACT

The fiscal impact is the funding amount of $256,535 in Fund 005 (General) which is included in the Adopted Budget for Fiscal Year 2022-2023.

Attachments: Highlands_FY22-23_Core Contract.pdf

CONTRACT BETWEEN
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
HIGHLANDS COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2022-2023

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Highlands County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2022. State and County are jointly referred to as the "parties".

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Highlands County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2022, through September 30, 2023, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 3,368,834 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C).* The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash, or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $321,535 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).*

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Highlands County
7205 S. George Blvd.
Sebring, FL 33875

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource System; and

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and

iii. Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Highlands County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and

ii. A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

i. March 1, 2023, for the reporting period of October 1, 2022, through December 31, 2022; and

ii. June 1, 2023, for the reporting period of October 1, 2022, through March 31, 2023; and

iii. September 1, 2023, for the reporting period of October 1, 2022 through June 30, 2023; and

iv. December 1, 2023, for the reporting period of October 1, 2022 through September 30, 2023.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the fiscal year beginning July 1, 2023, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Jennifer Roth	Laurie Hurner
Name	Name
Interim Administrator	Interim County Administrator
Title	Title
7205 S George Blvd	600 South Commerce Ave
Sebring FL. 33875	Sebring FL. 33870
Address	Address
Jennifer.Roth@flhealth.gov	
Email Address	Email Address
(863) 382-7238	(863) 402-6517
Telephone	Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this 8 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (6 pages), Attachment III (1 page), Attachment IV (1 page), and Attachment V (1 page), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2022.

BOARD OF COUNTY COMMISSIONERS FOR HIGHLANDS COUNTY

SIGNED BY: _____

NAME: Kathleen G. Rapp

TITLE: Chairman

DATE: 09/13/2022

ATTESTED TO:

SIGNED BY: _____

NAME: Sherry Sutphen

TITLE: County Attorney

DATE: _____

STATE OF FLORIDA DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: Joseph A. Ladapo, M.D., Ph.D.

TITLE: State Surgeon General

DATE: _____

SIGNED BY: _____

NAME: Jennifer Roth

TITLE: CHD Interim Administrator

DATE: 9/20/2022

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2022 / 2023
As of Date 9/13/2022
Printed 9/13/2022 / 9:03:24AM

County Health Department: **HIGHLANDS**

Revenue Object Code - Federal Funds

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
007000	WIC BREASTFEEDING PEER COUNSELING	7/1/2022 - 6/30/2023	213	BPC21	BPC21	$15,000.00
007000	WIC BREASTFEEDING PEER COUNSELING	10/1/2022 - 6/30/2023	213	BPC22	BPC22	$45,000.00
007000	CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	10/1/2022 - 6/30/2023	238	CIP22	CIP22	$35,000.00
007000	EPIDEMIOLOGY FOODBORNE CAPACITY	7/1/2022 - 6/30/2023	106	FLC22	FLC22	$792.00
007000	FGTF/FAMILY PLANNING-TITLE X	7/1/2022 - 3/31/2023	223	FMP23	FMP23	$35,611.00
007000	NAT'L INITIATIVE COVID HEALTH DISPARITIES	7/1/2022 - 5/31/2023	238	HDG21	HDG21	$73,258.00
007000	IMMUNIZATION PPHF	7/1/2022 - 6/30/2023	101	IMM23	IMM23	$10,675.00
007000	SOCIAL DETERMINANTS OF HEALTH EDUCATION	7/1/2022 - 6/30/2023	238	MC382	MC382	$14,207.00
007000	DENTAL SERVICES	7/1/2022 - 6/30/2023	240	MC402	MC402	$14,554.00
007000	PHEP-COMMUNITY PREPAREDNESS CAPABILITY	7/1/2022 - 6/30/2023	116	PHCP3	PHCP3	$89,012.00
007000	PHEP-PUBLIC HLTH SURVEILLANCE & EPI INVESTIGATION	7/1/2022 - 6/30/2023	106	PHEI3	PHEI3	$77,658.00
007000	WIC ADMINISTRATION	7/1/2022 - 9/30/2022	211	WIC22	WIC22	$147,660.00
007000	WIC ADMINISTRATION	10/1/2022 - 6/30/2023	211	WIC23	WIC23	$465,941.00
015075	SCHOOL HEALTH TITLE XXI	7/1/2022 - 6/30/2023	234	SCHSP	SCHSP	$148,956.00
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT- ADMIN	10/1/2022 - 6/30/2023	118	SRA23	SRA23	$300.00
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT	7/1/2022 - 9/30/2022	118	SRS22	SRS22	$2,000.00
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT	10/1/2022 - 6/30/2023	118	SRS23	SRS23	$4,000.00
					Subtotal - Federal Funds	**$1,179,624.00**

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2022 / 2023

As of Date 9/13/2022

Printed 9/13/2022 / 9:03:24AM

County Health Department: **HIGHLANDS**

Revenue Object Code - Other State Funds

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	7/1/2022 - 6/30/2023	364	BU000	BU000	$4,177.00
				Subtotal - Other State Funds		**$4,177.00**

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2022 / 2023
As of Date 9/13/2022
Printed 9/13/2022 / 9:03:24AM

County Health Department: **HIGHLANDS**

Revenue Object Code - State General Revenue

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
015040	COMMUNITY TB PROGRAM	7/1/2022 - 6/30/2023	104	7F000	7F000	$22,160.00
015040	DENTAL SPECIAL INITIATIVES	7/1/2022 - 6/30/2023	240	DNSPJ	DNSPJ	$6,932.00
015040	EPIDEMIOLOGY SURVEILLANCE	7/1/2022 - 6/30/2023	106	EPIGR	EPIGR	$79,035.00
015040	FAMILY PLANNING GENERAL REVENUE	7/1/2022 - 6/30/2023	223	FMPGR	FMPGR	$37,159.00
015040	MIGRANT LABOR CAMP SANITATION	7/1/2022 - 6/30/2023	352	ML000	ML000	$59,166.00
015040	ALG/PRIMARY CARE	7/1/2022 - 6/30/2023	237	PCG00	PCG00	$267,314.00
015040	CLOSING THE GAP PROGRAM	7/1/2022 - 6/30/2023	210	REDCH	REDCH	$127,000.00
015040	SCHOOL HEALTH GENERAL REVENUE	7/1/2022 - 6/30/2023	234	SCHGR	SCHGR	$216,652.00
015050	NON-CATEGORICAL GENERAL REVENUE	7/1/2022 - 6/30/2023	400	NCGRV	NCGRV	$1,369,615.00

Subtotal - State General Revenue **$2,185,033.00**

LOCAL REVENUES: Local Funds Required to Support Current Budget Authority **$1,917,086.00**

TOTAL ANTICIPATED REVENUES **$5,285,920.00**

ATTACHMENT I

HIGHLANDS COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	CHD - TB COMMUNITY PROGRAM	22,160	0	22,160	0	22,160
015040	DENTAL SPECIAL INITIATIVE PROJECTS	6,932	0	6,932	0	6,932
015040	EPIDEMIOLOGY SURVEILLANCE GENERAL REVENUE	79,035	0	79,035	0	79,035
015040	FAMILY PLANNING GENERAL REVENUE	37,159	0	37,159	0	37,159
015040	MIGRANT LABOR CAMP SANITATION	59,166	0	59,166	0	59,166
015040	PRIMARY CARE PROGRAM	267,314	0	267,314	0	267,314
015040	RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	127,000	0	127,000	0	127,000
015040	SCHOOL HEALTH SERVICES - GENERAL REVENUE	216,652	0	216,652	0	216,652
015050	CHD GENERAL REVENUE NON-CATEGORICAL	1,580,369	0	1,580,369	0	1,580,369
GENERAL REVENUE TOTAL		2,395,787	0	2,395,787	0	2,395,787
2. NON GENERAL REVENUE - STATE						
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	4,177	0	4,177	0	4,177
NON GENERAL REVENUE TOTAL		4,177	0	4,177	0	4,177
3. FEDERAL FUNDS - STATE						
007000	WIC BREASTFEEDING PEER COUNSELING PROG	36,750	0	36,750	0	36,750
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	37,753	0	37,753	0	37,753
007000	ELC COVID ENHANCED DETECTION EXPANSION GRANT	75,000	0	75,000	0	75,000
007000	FAMILY PLANNING TITLE X - GRANT	35,611	0	35,611	0	35,611
007000	HEALTH DISPARITIES GRANT COVID-19	73,258	0	73,258	0	73,258
007000	IMMUNIZATION & VACCINES CHILDREN COVID 19 RESPON	60,000	0	60,000	0	60,000
007000	IMMUNIZATION ACTION PLAN	8,000	0	8,000	0	8,000
007000	MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	14,207	0	14,207	0	14,207
007000	MCH SPECIAL PROJCT DENTAL	14,554	0	14,554	0	14,554
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	89,012	0	89,012	0	89,012
007000	BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	77,658	0	77,658	0	77,658
007000	REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	300	0	300	0	300
007000	REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	6,000	0	6,000	0	6,000
007000	WIC PROGRAM ADMINISTRATION	604,601	0	604,601	0	604,601
015075	SUPPLEMENTAL SCHOOL HEALTH	130,000	0	130,000	0	130,000
FEDERAL FUNDS TOTAL		1,262,704	0	1,262,704	0	1,262,704
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	CHD STATEWIDE ENVIRONMENTAL FEES	134,264	0	134,264	0	134,264
001092	ON SITE SEWAGE DISPOSAL PERMIT FEES	200,000	0	200,000	0	200,000
001092	CHD STATEWIDE ENVIRONMENTAL FEES	1,100	0	1,100	0	1,100
001206	ON SITE SEWAGE DISPOSAL PERMIT FEES	13,202	0	13,202	0	13,202
001206	SANITATION CERTIFICATES (FOOD INSPECTION)	1,800	0	1,800	0	1,800
001206	SEPTIC TANK RESEARCH SURCHARGE	1,775	0	1,775	0	1,775
001206	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	2,895	0	2,895	0	2,895
001206	DRINKING WATER PROGRAM OPERATIONS	1,645	0	1,645	0	1,645
001206	REGULATION OF BODY PIERCING SALONS	469	0	469	0	469
001206	TANNING FACILITIES	249	0	249	0	249

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206 ONSITE SEWAGE TRAINING CENTER	1,852	0	1,852	0	1,852
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	610	0	610	0	610
001206 MOBILE HOME & RV PARK FEES	3,500	0	3,500	0	3,500
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	363,361	0	363,361	0	363,361
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	376,219	0	376,219	0	376,219
OTHER CASH CONTRIBUTION TOTAL	376,219	0	376,219	0	376,219
6. MEDICAID - STATE/COUNTY:					
001050 CHD CLINIC FEES	0	480	480	0	480
001057 CHD CLINIC FEES	0	40,820	40,820	0	40,820
001148 CHD CLINIC FEES	0	65,727	65,727	0	65,727
MEDICAID TOTAL	0	107,027	107,027	0	107,027
7. ALLOCABLE REVENUE - STATE:					
004010 CHD CLINIC FEES	3	0	3	0	3
031005 CHD CLINIC FEES	2	0	2	0	2
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	18,520	0	18,520	0	18,520
ALLOCABLE REVENUE TOTAL	18,525	0	18,525	0	18,525
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	260,239	260,239
PHARMACY DRUG PROGRAM	0	0	0	2,240	2,240
WIC PROGRAM	0	0	0	2,313,160	2,313,160
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	11,929	11,929
IMMUNIZATIONS	0	0	0	70,056	70,056
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	2,657,624	2,657,624
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	141,131	141,131	0	141,131
008040 CHD LOCAL REVENUE & EXPENDITURES	0	176,408	176,408	0	176,408
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	317,539	317,539	0	317,539
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001025 CHD CLINIC FEES	0	650	650	0	650
001077 CHD CLINIC FEES	0	141,582	141,582	0	141,582
001077 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	533	533	0	533
001094 CHD LOCAL ENVIRONMENTAL FEES	0	189,180	189,180	0	189,180
001110 VITAL STATISTICS CERTIFIED RECORDS	0	107,403	107,403	0	107,403
FEES AUTHORIZED BY COUNTY TOTAL	0	439,348	439,348	0	439,348
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	35,858	35,858	0	35,858
001029 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	10,630	10,630	0	10,630

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001054 CHD CLINIC FEES	0	160	160	0	160
001054 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	400	400	0	400
001090 CHD CLINIC FEES	0	8,705	8,705	0	8,705
005000 CHD CLINIC FEES	0	50	50	0	50
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	213,070	213,070	0	213,070
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	2,500	2,500	0	2,500
010300 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	43,000	43,000	0	43,000
010500 CHD CLINIC FEES	0	42	42	0	42
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-492,373	-492,373	0	-492,373
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	-177,958	-177,958	0	-177,958
12. ALLOCABLE REVENUE - COUNTY					
004010 CHD CLINIC FEES	0	3	3	0	3
031005 CHD CLINIC FEES	0	6	6	0	6
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	18,520	18,520	0	18,520
COUNTY ALLOCABLE REVENUE TOTAL	0	18,529	18,529	0	18,529
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	4,420,773	704,485	5,125,258	2,657,624	7,782,882

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1.	CHD Trust Fund Ending Balance 09/30/22	376219	1240690	1616909
2.	Drawdown for Contract Year October 1, 2022 to September 30, 2023	-376219	492373	116154
3.	Special Capital Project use for Contract Year October 1, 2022 to September 30, 2023	0	0	0
4.	Balance Reserved for Contingency Fund October 1, 2022 to September 30, 2023	0	1733063	1733063

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

Fiscal Year 2022 - 2023
Created Date/Budget Module Projections as of: 9/13/2022 3:11:17 PM
Approved by: SHANE P LOCKWOOD 6/10/2022 6:53:37 PM

Description Categories		Approved Budget	Budget Module (Annual + CFI)	Actual Encumbrances	Budget Module (Surplus)/Deficit	Actual YTD	Actual YTD %	Actual Jul	Actual Aug	Actual Sep (MTD)
Beginning Cash Balance								1,616,909	2,039,703	1,889,94
Estimated Revenue (as of 9/12/2022):										
STATE CATEGORICAL GR FUNDS		694,580	815,418	0	120,838	203,856	29.35%	203,856	0	
STATE NON-CATEGORICAL GR FUNDS		1,371,257	1,580,369	0	209,112	342,404	24.97%	342,404	0	
STATE OTHER FUNDS		4,177	4,177	0	0	1,044	24.99%	1,044	0	
STATE FEDERAL FUNDS		1,288,898	1,262,704	0	(26,194)	133,698	10.37%	39,832	67,446	26,42
LOCAL CONTRIBUTIONS		289,468	141,131	0	(148,337)	64,134	22.16%	64,134	0	
MEDICAID		107,027	107,027	0	0	13,195	12.33%	3,826	6,313	3,05
MEDICARE		9,265	9,265	0	0	1,112	12.00%	568	198	34
OTHER HEALTH INSURANCE		46,488	46,488	0	0	6,536	14.06%	3,500	2,659	37
CLINIC CLIENT FEES		142,765	142,765	0	0	33,358	23.37%	17,706	11,435	4,21
ENVIRONMENTAL HEALTH FEES		552,624	552,541	0	(83)	185,296	33.53%	62,305	83,193	39,79
VITAL STATISTICS FEES		113,460	107,403	0	(6,057)	20,614	18.17%	5,082	13,599	1,93
LOCAL GRANTS AND CONTRACTS		692,899	389,478	0	(303,421)	0	0.00%	0	0	
FEDERAL GRANTS DIRECT TO CHD		0	0	0	0	0	0.00%	0	0	
OTHER REVENUE		82,647	82,647	0	0	12,588	15.23%	9,740	1,025	1,87
Special Projects (GAAFR Transfer)		0	0	0	0	0	0.00%	0	0	
Total Revenue		5,395,555	5,241,413	0	(154,142)	1,017,836	18.86%	753,997	185,869	77,97
# of Pay Periods	Career/SES							1.5	2	
	OPS							1	2	
# of FTEs	Career/SES							48.8	51.8	52
	OPS							5.6	5.6	5
Budget from SchC (as of 9/12/2022):										
SALARIES AND BENEFITS	[010000]	3,926,863	4,055,979	0	(129,116)	599,692	15.27%	173,015	281,669	145,0
OTHER PERSONAL SERVICES	[030000]	215,820	215,736	0	84	17,842	8.27%	2,708	9,448	5,6
EXPENSES	[040000]	389,512	428,463	118,432	(38,951)	59,730	15.33%	27,109	26,779	5,8
OPERATING CAPITAL OUTLAY	[060000]	0	0	0	0	47	0.00%	0	0	
ACQUISITION/MOTOR VEHICLES	[100021]	51,143	51,143	0	0	0	0.00%	0	0	
CONTRACTED SERVICES	[100777]	77,324	77,324	97,528	0	20,203	26.13%	10,647	8,507	1,0
RISK MANAGEMENT INSURANCE	[103241]	0	19,612	0	(19,612)	0	0.00%	0	0	
PUBLIC ASSISTANCE-ST OPS	[105152]	0	0	0	0	0	0.00%	0	0	
CORONAVIRUS (COVID-19) - PUBLIC ASSIST/	[105153]	573,258	222,137	60,520	351,121	18,084	3.15%	10,054	4,861	3,1
LEASE/PURCHASE/EQUIPMENT	[105281]	2,000	2,000	20,781	0	999	49.94%	0	999	
TR/DMS/HR SVCS/STW CONTRAT	[107040]	0	16,010	0	(16,010)	0	0.00%	0	0	
Total AOB Operating Categories Only		5,235,920	5,088,404	297,260	147,516	716,597	13.69%	223,534	332,262	160,8
Certified Forward (CFI)		1,311,352				110,515	8.43%	105,279	3,364	1,8
Total Exp with CFI		6,547,272	5,088,404	297,260	147,516	827,112	12.63%	328,813	335,626	162,6
TR/AHCA/MEDICAID	[180001]	0	0	0	0	0	0.00%	0	0	
TR OTHER FUNDS W/I AGY	[180205]	9,164	0	0	9,164	0	0.00%	0	0	
TRANSFER TO DEP-OSTDS FEES	[181254]	16,829	16,829	0	0	2,390	14.20%	2,390	0	
TR TO ADMIN TF	[185080]	0	0	0	0	0	0.00%	0	0	
TR EH SURCHARGE/ADMIN TF	[185084]	11,168	11,168	0	0	3,534	31.65%	0	0	3,5
REFUND STATE REVENUES	[220020]	1,855	1,855	0	0	0	0.00%	0	0	
TRANS BETWEEN GF WITHIN SAME FID-DEP	[310400]	0	0	0	0	0	0.00%	0	0	
CASH TRANSFER BETWEEN SAME FID-DEPT	[310405]	7,000	7,000	0	0	0	0.00%	0	0	
Total Internal Transfer Categories		46,016	36,852	0	9,164	5,925	12.88%	2,390	0	3,5
Ending Cash Balance								2,039,703	1,889,946	1,801,7
Spending Rate Ratio YTD		0.64								
% of Budget Expended								4.27%	6.35%	3.0
% of Budget Expended (Cumulative)								4.27%	10.62%	13.6
Cash Balance %								38.96%	36.10%	34.4
FIRS Budget Module Projected Cash Balance %										
Projected Change in Cash Balance %										

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2022 to September 30, 2023

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	3.42	1,040	1,286	92,441	79,255	92,441	79,255	301,440	41,952	343,392
SEXUALLY TRANS. DIS. (102)	1.90	409	651	43,014	36,878	43,014	36,878	113,425	46,359	159,784
HIV/AIDS PREVENTION (03A1)	0.04	0	82	1,023	877	1,023	877	3,416	384	3,800
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.03	0	0	609	522	609	523	2,001	262	2,263
ADAP (03A4)	0.00	0	0	0	0	0	0	0	0	0
TUBERCULOSIS (104)	0.46	206	236	11,433	9,802	11,433	9,802	33,088	9,382	42,470
COMM. DIS. SURV. (106)	4.10	0	478	99,298	85,133	99,298	85,133	368,862	0	368,862
HEPATITIS (109)	0.00	0	0	165	142	165	142	561	53	614
PREPAREDNESS AND RESPONSE (116)	1.13	0	8	29,532	25,320	29,532	25,320	109,704	0	109,704
REFUGEE HEALTH (118)	0.04	11	18	1,303	1,117	1,303	1,117	4,507	333	4,840
VITAL RECORDS (180)	1.20	6,922	21,463	23,065	19,775	23,065	19,775	0	85,680	85,680
COMMUNICABLE DISEASE SUBTOTAL	12.32	8,588	24,222	301,883	258,821	301,883	258,822	937,004	184,405	1,121,409
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	2.29	192	416	38,755	33,227	38,755	33,226	127,506	16,457	143,963
WIC (21W1)	11.33	5,412	32,800	202,560	173,666	202,560	173,667	741,009	11,444	752,453
TOBACCO USE INTERVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.80	0	1,225	25,172	21,581	25,172	21,582	91,681	1,826	93,507
FAMILY PLANNING (223)	5.28	708	1,274	120,079	102,951	120,079	102,951	334,753	111,307	446,060
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START PRENATAL (227)	0.00	0	0	0	0	0	0	0	0	0
COMPREHENSIVE CHILD HEALTH (229)	0.39	203	209	9,151	7,846	9,151	7,846	22,584	11,410	33,994
HEALTHY START CHILD (231)	0.00	0	0	0	0	0	0	0	0	0
SCHOOL HEALTH (234)	14.81	0	213,753	253,357	217,217	253,357	217,218	845,151	95,998	941,149
COMPREHENSIVE ADULT HEALTH (237)	5.43	990	2,359	121,863	104,480	121,863	104,479	452,685	0	452,685
COMMUNITY HEALTH DEVELOPMENT (238)	2.18	0	18	46,998	40,294	46,998	40,294	174,584	0	174,584
DENTAL HEALTH (240)	2.25	1,770	1,777	46,519	39,883	46,519	39,882	115,306	57,497	172,803
PRIMARY CARE SUBTOTAL	45.76	9,275	253,831	864,454	741,145	864,454	741,145	2,905,259	305,939	3,211,198
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.39	246	309	8,393	7,196	8,393	7,197	24,109	7,070	31,179
PUBLIC WATER SYSTEM (358)	0.02	0	0	523	448	523	448	1,942	0	1,942
PRIVATE WATER SYSTEM (359)	0.11	28	28	1,978	1,696	1,978	1,697	0	7,349	7,349
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	4.94	1,486	2,846	106,894	91,646	106,894	91,647	303,081	94,000	397,081
Group Total	5.46	1,760	3,183	117,788	100,986	117,788	100,989	329,132	108,419	437,551
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.09	31	15	2,127	1,824	2,127	1,824	7,902	0	7,902
FOOD HYGIENE (348)	0.51	83	148	10,776	9,239	10,776	9,239	35,030	5,000	40,030

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2022 to September 30, 2023

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
BODY PIERCING FACILITIES SERVICES (349)	0.01	1	1	184	158	184	157	683	0	683
GROUP CARE FACILITY (351)	0.09	52	55	2,058	1,764	2,058	1,765	5,145	2,500	7,645
MIGRANT LABOR CAMP (352)	1.91	254	1,588	40,912	35,076	40,912	35,077	79,574	72,403	151,977
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.29	108	148	6,093	5,223	6,093	5,223	17,243	5,389	22,632
POOLS/BATHING PLACES (360)	0.44	134	326	9,774	8,380	9,774	8,379	26,307	10,000	36,307
BIOMEDICAL WASTE SERVICES (364)	0.37	153	162	8,132	6,972	8,132	6,971	23,082	7,125	30,207
TANNING FACILITY SERVICES (369)	0.08	80	104	1,824	1,564	1,824	1,564	5,971	805	6,776
Group Total	3.79	896	2,547	81,880	70,200	81,880	70,199	200,937	103,222	304,159
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.20	13	133	4,885	4,188	4,885	4,189	15,647	2,500	18,147
Group Total	0.20	13	133	4,885	4,188	4,885	4,189	15,647	2,500	18,147
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.02	0	82	721	618	721	619	2,679	0	2,679
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.02	63	13	489	419	489	419	1,816	0	1,816
RABIES SURVEILLANCE (366)	0.00	0	0	0	0	0	0	0	0	0
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	60	52	60	52	224	0	224
INDOOR AIR (371)	0.00	0	0	21	18	21	18	78	0	78
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.04	63	95	1,291	1,107	1,291	1,108	4,797	0	4,797
ENVIRONMENTAL HEALTH SUBTOTAL	9.49	2,732	5,958	205,844	176,481	205,844	176,485	550,513	214,141	764,654
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	7,537	6,462	7,537	6,461	27,997	0	27,997
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	7,537	6,462	7,537	6,461	27,997	0	27,997
TOTAL CONTRACT	67.57	20,595	284,011	1,379,718	1,182,909	1,379,718	1,182,913	4,420,773	704,485	5,125,258

ATTACHMENT III

HIGHLANDS COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.

2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

   By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

   This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
   This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

Attachment IV

Fiscal Year - 2022 - 2023

Highlands County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Offical Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
7205 South George Blvd Sebring, Florida 33875	Department of Health in Highlands County Main Site	028:9003	County Core Contract	Highlands County Board of County Commissioners	21,320	66.3
106 N. Main Avenue Lake Placid, Florida 33852	Department of Health in Highlands County CHD Annex - Lake Placid	028:9002	County Core Contract	Highlands County Board of County Commissioners	7,060	0
400 South Lake Avenue Avon Park, Florida 33825	Department of Health in Highlands County CHD Annex - Avon Park	028:9005	County Core Contract	Highlands County Board of County Commissioners	5,250	0.6
501 South Commerce Avenue Sebring Florida 33870	Highlands County Annex - Sebring	028:9006	County Core Contract	Board of County Commissioners	586	1

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

ATTACHMENT V
HIGHLANDS COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2021-2022*	$ 0	$ 0	$ 0
2022-2023**	$ 0	$ 0	$ 0
2023-2024***	$ 0	$ 0	$ 0
2024-2025***	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 0	$ 0	$ 0

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE:

NEW BUILDING	_____	ROOFING	_____
RENOVATION	_____	PLANNING STUDY	_____
NEW ADDITION	_____	OTHER	_____

SQUARE FOOTAGE: 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE *(Initial expenditure of funds)* : _____

COMPLETION DATE: _____

DESIGN FEES: $ 0

CONSTRUCTION COSTS: $ 0

FURNITURE/EQUIPMENT: $ 0

TOTAL PROJECT COST: $ 0

COST PER SQ FOOT: $ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/22

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.

HIGHLANDS COUNTY HEALTH DEPARTMENT (HCHD) PAY GROUPS

2022-2023 FEE SCHEDULE

NOTE: Fees for HCHD enrolled clients are based on their financial eligibility determination and are adjusted accordingly. Non-HCHD clients pay at 100%

			A	B	C	D	E	F	G
	Office Visit (OV) NEW (plus individual labs)	**CPT CODES**	**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
02,03,23,25,29,37	- Problem/Focused	99201	0.00	7.82	15.18	23.00	30.82	38.18	46.00
02,03,23,25,29,37	- Expanded Problem	99202	0.00	12.92	25.08	38.00	50.92	63.08	76.00
02,03,23,25,29,37	- Detailed Low	99203	0.00	18.53	35.97	54.50	73.03	90.47	109.00
02,03,23,25,29,37	- Comprehensive Hx & Exam	99204	0.00	28.22	54.78	83.00	111.22	137.78	166.00
	Office Visit (OV) Established (plus individual labs)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
02,03,23,25,29,37	- Minimal	99211	0.00	3.74	7.26	11.00	14.74	18.26	22.00
02,03,23,25,29,37	- Problem Focused	99212	0.00	7.65	14.85	22.50	30.15	37.35	45.00
02,03,23,25,29,37	- Expanded Prob Focused	99213	0.00	12.58	24.42	37.00	49.58	61.42	74.00
02,03,23,25,29,37	- Detailed Hx and Exam	99214	0.00	18.53	35.97	54.50	73.03	90.47	109.00
	Adult Physical Exam (Initial)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
37	Phy Initial Eval age 18-39 years	99385	0.00	29.75	57.75	87.50	117.25	145.25	175.00
37	Phy Initial Eval age 40-64 years	99386	0.00	32.13	62.37	94.50	126.63	156.87	189.00
	Adult Physical Exam (Periodic)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
37	Phy periodic Eval age 18-39 years	99395	0.00	24.51	47.59	72.10	96.61	119.69	144.20
37	Phy periodic Eval age 40-64 years	99396	0.00	26.89	52.21	79.10	105.99	131.31	158.20
	DOT Physical								
37	DOT Physical (Department of Transportation) **FLAT FEE**	99385/99386							150.00
	99385 (18-39) and 99386 (40-64) DOT physicals not eligible for sliding fee schedule								
	Exams - Medicare Visit		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
37	Phy Initial Eval over 65 - (IPPE)	GO402	0.00	28.90	55.11	83.50	111.89	138.61	167.00
37	Phy Initial Annual Wellness Eval over 65 - (PPS)	GO438	0.00	29.41	57.09	86.50	115.91	143.59	173.00
37	Phy Subsequence Annual Wellness Eval over 65	GO439	0.00	19.89	38.61	58.50	78.39	97.11	117.00
	Program Services		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
02,03,04,23,25,37	HIV Counseling, 15 minutes	99401	0.00	5.91	11.48	17.40	23.31	28.88	34.79
02,03,04,23,25,37	HIV Counseling, 30 minutes	99402	0.00	9.17	17.81	26.98	36.15	44.79	53.96
03,04	TB Risk Factor Assessment & PPD **FLAT FEE**	85680							25.00
03,04	TB Risk Factor Assessment with Quantiferon Gold **FLAT FEE**								37.50
LOCAL CODE	LTBI clinic visit	99211	0.00	3.74	7.26	11.00	14.74	18.26	22.00
37	College Physical **FLAT FEE**								45.00
29	School Entry Physical **FLAT FEE**								25.00
29,37	Sports Physical **FLAT FEE**								25.00
37	Screening Pelvic and Clinical Breast Exam - Medicare **FLAT FEE**	G0101							39.25
29,37	Impacted cerumen	99211	0.00	3.74	7.26	11.00	14.74	18.26	22.00
29,37	Cerumen Removal with Instrument	69210	0.00	8.16	15.84	24.00	32.16	39.84	48.00
25,29,37	Suture removal	99211	0.00	3.74	7.26	11.00	14.74	18.26	22.00
29,37	I & D Simple SQ (abcess, cyst)	10060	0.00	20.34	39.48	59.82	80.15	99.29	119.63
23,37	I & D Bartholin Abcess Drainage	56420	0.00	23.39	45.39	68.78	92.17	114.17	137.56
29,37	Nebulizer Treatment	94640	0.00	3.00	5.82	8.82	11.82	14.64	17.64
29,37	Foreign Body Removal, Skin Simple	10120	0.00	25.90	50.28	76.19	102.09	126.47	152.37
	IMMUNIZATIONS (Adult)	**CPT Codes per vaccine**	**IMMS Services are NOT based on a sliding fee scale.**						
LOCAL CODE	RN Immunization Travel Immunization evaluation **FLAT FEE**	99211							25.00

	Administration Fee								20.00
	Additional Administration Fee								10.00
	Influenza Adult Plus Admin. Fee								43.96
	Influenza High dose (65 yrs and up) (Price locked in for one year) plus Admin. Fee								43.96
	Hepatitis B (contracted cost for Highlands County employees) plus Admin. Fee								42.89
	RABIES VACCINE (cost plus 30%) - Pre Exposure	90675	**Cost vary depends of the cost of vaccine**						
	RABIES VACCINE (cost + $15) - Post Exposure	90675	**Cost vary depends of the cost of vaccine**						
	Rabie Immune Globulin (cost)	90375	**Cost vary depends of the cost of product**						
Family Planning uses different eligibility criteria for participating clients. The fee scale is adjusted accordingly.									
			A	B	C	D	E	F	G
			0%	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
	FAMILY PLANNING (Including Lab)								
23	RN FP Counseling with Supply - **CPT Code 99211 (Include EC)**		0.00	3.81	7.40	11.21	15.02	18.61	22.42
23	RN FP Counseling without Supply - **CPT Code 99403 (Include PT)**		0.00	10.70	20.76	31.46	42.16	52.22	62.92
23/J7300/J7302	IUD Couseling (include labs) - **CPT Code 99403**		0.00	10.70	20.76	31.46	42.16	52.22	62.92
23	IUD insertion - **CPT Code 58300**		0.00	21.25	41.25	62.50	83.75	103.75	125.00
23	IUD Removal - **CPT Code 58301**		0.00	16.50	32.02	48.52	65.01	80.53	97.03
23/J7307	Nexplanon Insertion - **CPT Code 11981**		0.00	24.70	47.96	72.66	97.36	120.62	145.32
23	Nexplanon Removal - **CPT Code 11982**		0.00	27.46	53.30	80.76	108.22	134.06	161.52
23	Nexplanon Removal with Re-insertion **CPT Code 11983**		0.00	40.40	78.42	118.83	159.23	197.25	237.65
	Family Planning Exam (Initial)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23	Family Planning Initial Exam age 12 - 17 years old	99384	0.00	18.71	36.32	55.04	73.75	91.36	110.07
23	Family Planning Initial Exam age 18-39 years	99385	0.00	20.28	39.36	59.64	79.91	98.99	119.27
23	Family Planning Initial Exam age 40-64 years	99386	0.00	23.54	45.69	69.23	92.77	114.92	138.46
	Family Planning Exam (Periodic)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23	Family Planning Initial Exam age 12-17 years	99394	0.00	17.93	34.80	52.73	70.65	87.52	105.45
23	Family Planning Initial Exam age 18-39 years	99395	0.00	18.31	35.54	53.85	72.15	89.38	107.69
23	Family Planning Initial Exam age 40-64 years	99396	0.00	19.51	37.86	57.37	76.88	95.23	114.74
	Sterilization		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23	Vasectomy Counseling and Referral/Purchase Order		0.00	76.50	148.50	225.00	301.50	373.50	450.00
23	Pre-Tubal Ligation Exam and Laproscopic Referral/Purchase Order		0.00	340.00	660.00	1000.00	1340.00	1660.00	2000.00
	Pre-Tubal Ligation Exam and Bi-lateral (open) Referral/Purchase Order		0.00	340.00	660.00	1000.00	1340.00	1660.00	2000.00
	Pharmaceuticals		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23/J1050	Depo-Provera		0.00	4.85	9.41	14.25	19.10	23.66	28.50
23/J7297	Liletta		0.00	7.98	15.49	23.47	31.44	38.95	46.93
23/J7307	Nexplanon (340B Pricing)		0.00	67.83	131.67	199.50	267.33	331.17	399.00
23/J7302	Mirena (AT COST - will slide)		0.00	53.56	103.97	157.54	211.10	261.51	315.07
23/J7300	Paraguard		0.00	39.65	76.96	116.61	156.26	193.57	233.22
	Lab Corp								
	Lab Corp labs are all sent out; service is collected, No fees collected								
	QUEST LABS (Cost plus 50%)								
	STATE Lab Cost								
	In-House Tests (not part of office visit)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
29,34,37	IH ECG		0.00	4.25	8.25	12.50	16.75	20.75	25.00
	DENTAL SERVICES:								
	DIAGNOSTIC		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
DXRAY	COPY OF X-RAYS ON USB/CD/FLASHDRIVE		0.00	2.04	3.96	6.00	8.04	9.96	12.00
D0120	PERIODIC ORAL EVALUATION		0.00	5.31	10.30	15.61	20.91	25.90	31.21
D0140	LIMITED ORAL EVALUATION		0.00	2.83	5.49	8.33	11.16	13.82	16.65

D0145	ORAL EVALUATION FOR PATIENT UNDER 3 YEARS OF AGE		0.00	5.66	10.99	16.65	22.30	27.63	33.29
D0150	COMPREHENSIVE ORAL EVALUATION		0.00	5.66	10.99	16.65	22.30	27.63	33.29
D0170	RE-EVALUATION, LIMITED, FOCUSED EST		0.00	4.25	8.25	12.50	16.75	20.75	25.00
D0180	COMPREHENSIVE PERIODONTAL EVALUATION		0.00	5.95	11.55	17.50	23.45	29.05	35.00
D0210	FMX WITH BITE WINGS		0.00	11.32	21.97	33.29	44.61	55.26	66.58
D0220	INTRAORAL-PERIAPICAL X-RAY, 1ST FILM		0.00	1.36	2.64	4.00	5.36	6.64	8.00
D0230	INTRAORAL PERIAPICAL X-RAY, EACH ADDITIONAL		0.00	1.06	2.06	3.12	4.18	5.18	6.24
D0240	INTRAORAL OCCLUSAL X-RAY		0.00	2.83	5.49	8.33	11.16	13.82	16.65
D0270	BITEWING XRAY, SINGLE		0.00	2.12	4.12	6.25	8.37	10.37	12.49
D0272	BITEWING XRAY, 2 FILMS		0.00	3.18	6.18	9.37	12.55	15.55	18.73
D0274	BITEWING XRAY, 4 FILMS		0.00	3.89	7.55	11.45	15.34	19.00	22.89
D0330	PANORAMIC X-RAY		0.00	10.61	20.60	31.22	41.83	51.82	62.43
D0460	PULP VITALITY TEST- INCLUDES MULTIPLE TEETH		0.00	2.38	4.62	7.00	9.38	11.62	14.00
	PREVENTATIVE		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D0470	DIAGNOSTIC CASTS		0.00	7.78	15.11	22.89	30.67	38.00	45.78
D1110	ADULT PROPHY (12+)		0.00	6.37	12.36	18.73	25.09	31.08	37.45
D1120	CHILD PROPHY		0.00	4.95	9.61	14.57	19.52	24.18	29.13
D1206	TOPICAL FLUORIDE VARNISH		0.00	3.89	7.55	11.45	15.34	19.00	22.89
D1330	ORAL HYGIENE INSTRUCTION		0.00	2.12	4.12	6.25	8.37	10.37	12.49
D1351	SEALANT-per tooth		0.00	4.60	8.93	13.53	18.12	22.45	27.05
D1310	NUTRITIONAL COUNSELING		0.00	2.55	4.95	7.50	10.05	12.45	15.00
D1320	TOBACCO COUNSELING		0.00	2.55	4.95	7.50	10.05	12.45	15.00
D1510	SPACE MAINTAINER-fixed-unilateral		0.00	25.47	49.44	74.91	100.37	124.34	149.81
D1515	SPACE MAINTAINER-fixed-bilateral		0.00	51.00	99.00	150.00	201.00	249.00	300.00
D1550	RECEMENT SPACE MAINTAINER		0.00	6.01	11.68	17.69	23.70	29.37	35.38
D1555	REMOVAL OF SPACE MAINTAINER-not originally placed		0.00	5.95	11.55	17.50	23.45	29.05	35.00
	RESTORATIVE		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D2140	AMALGAM 1 SURFACE- PRIMARY OR PERMANENT		0.00	10.97	21.29	32.26	43.22	53.54	64.51
D2150	AMALGAM 2 SURFACES- PRIMARY OR PERMANENT		0.00	14.50	28.16	42.66	57.16	70.82	85.32
D2160	AMALGAM 3 SURFACES- PRIMARY OR PERMANENT		0.00	18.04	35.02	53.06	71.10	88.08	106.12
D2161	AMALGAM 4 + SURFACES- PRIMARY OR PERMANENT		0.00	21.58	41.88	63.46	85.04	105.34	126.92
D2330	RESIN- ONE SURFACE, ANTERIOR		0.00	12.03	23.34	35.37	47.40	58.71	70.74
D2331	RESIN- TWO SURFACE, ANTERIOR		0.00	13.80	26.78	40.58	54.38	67.36	81.16
D2332	RESIN- THREE SURFACE, ANTERIOR		0.00	15.57	30.21	45.78	61.35	75.99	91.56
D2335	RESIN- 4+ SURFACES OR INCISAL ANGLE		0.00	25.47	49.44	74.91	100.37	124.34	149.81
D2390	RESIN- CROWN ANTERIOR		0.00	25.47	49.44	74.91	100.37	124.34	149.81
D2391	RESIN- 1 SURFACE, POST		0.00	10.97	21.29	32.26	43.22	53.54	64.51
D2392	RESIN- 2 SURFACE, POST		0.00	14.50	28.16	42.66	57.16	70.82	85.32
D2393	RESIN- 3 SURFACE, POST		0.00	18.04	35.02	53.06	71.10	88.08	106.12
D2394	RESIN- 4+ SURFACES, POST		0.00	21.58	41.88	63.46	85.04	105.34	126.92
	CROWN AND BRIDGE		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D2510	INLAY-METALLIC ONE SURFACE		0.00	85.00	165.00	250.00	335.00	415.00	500.00
D2520	INLAY-METALLIC TWO SURFACE		0.00	89.25	173.25	262.50	351.75	435.75	525.00
D2530	INLAY-METALLIC THREE+ SURFACE		0.00	93.50	181.50	275.00	368.50	456.50	550.00
D2542	ONLAY METALLIC TWO SURFACE		0.00	93.50	181.50	275.00	368.50	456.50	550.00
D2543	ONLAY METALLIC THREE SURFACE		0.00	97.75	189.75	287.50	385.25	477.25	575.00
D2544	ONLAY METALLIC FOUR+ SURFACE		0.00	102.00	198.00	300.00	402.00	498.00	600.00
D2610	INLAY, PORCELAIN/CERAMIC, ONE SURFACE		0.00	102.00	198.00	300.00	402.00	498.00	600.00
D2620	INLAY, PORCELAIN/CERAMIC, 2 SURFACES		0.00	106.25	206.25	312.50	418.75	518.75	625.00

D2630	INLAY, PORCELAIN/CERAMIC, 3 OR MORE SURFACES		0.00	112.20	217.80	330.00	442.20	547.80	660.00
D2710	CROWN-FULL RESIN -LAB		0.00	27.24	52.88	80.12	107.35	132.99	160.23
D2721	CROWN-RESIN WITH PRE BASE METAL		0.00	30.07	58.37	88.44	118.51	146.81	176.88
D2740	CROWN-FULL PROC		0.00	80.65	156.56	237.22	317.87	393.78	474.43
D2750	CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL		0.00	119.00	231.00	350.00	469.00	581.00	700.00
D2752	CROWN-PORC FUSED/NOBEL METAL		0.00	119.00	231.00	350.00	469.00	581.00	700.00
D2790	CROWN-FULL CAST HIGH NOBLE METAL		0.00	119.00	231.00	350.00	469.00	581.00	700.00
D2792	CROWN-FULL CAST NOBLE METAL		0.00	102.00	198.00	300.00	402.00	498.00	600.00
D2791	CROWN-FULL CAST BASE METAL		0.00	102.00	198.00	300.00	402.00	498.00	600.00
D2799	PROVISIONAL CROWN TO BE WORN ATLEAST 6 MONTHS		0.00	34.00	66.00	100.00	134.00	166.00	200.00
D2910	RECEMENT INLAY		0.00	11.90	23.10	35.00	46.90	58.10	70.00
D2915	RECEMENT CAST OR PREFABRICATED POST AND CORE		0.00	8.50	16.50	25.00	33.50	41.50	50.00
D2920	RECEMENT CROWN		0.00	6.01	11.68	17.69	23.70	29.37	35.38
D2930	STAINLESS STEEL CROWN-PRIMARY TOOTH		0.00	24.06	46.70	70.75	94.81	117.45	141.50
D2931	STAINLESS STEEL CROWN-PERMANENT TOOTH		0.00	24.06	46.70	70.75	94.81	117.45	141.50
D2932	PREFABRICATED RESIN CROWN		0.00	24.06	46.70	70.75	94.81	117.45	141.50
D2933	STAINLESS STEEL CROWN/RESIN WITH RESIN WINDOW		0.00	30.07	58.37	88.44	118.51	146.81	176.88
D2940	TEMP SEDATIVE RESTORATION		0.00	6.37	12.36	18.73	25.09	31.08	37.45
D2950	CORE BUILDUP WITH PINS		0.00	22.99	44.63	67.63	90.62	112.26	135.25
D2951	PIN RETENTION		0.00	0.71	1.37	2.08	2.79	3.45	4.16
D2952	CAST POST & CORE, IN ADD TO CROWN		0.00	18.75	36.39	55.14	73.89	91.53	110.28
D2954	PREFAB POST & CORE IN ADD TO CROWN		0.00	26.35	51.15	77.50	103.85	128.65	155.00
D2960	LABIAL VENEER (RESIN LAMINATE)-CHAIRSIDE		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D2961	LABIAL VENEER (RESIN LAMINATE)-LABORATORY		0.00	79.90	155.10	235.00	314.90	390.10	470.00
D2962	VENEERS (LABIAL VENEER PROCELAIN LAMINATE LAB)		0.00	127.50	247.50	375.00	502.50	622.50	750.00
D2970	TEMP CRN AS IMMED. PROTECTION, NOT AS TEMP FOR PERM CRN FABRICATION		0.00	34.00	66.00	100.00	134.00	166.00	200.00
D2980	CROWN REPAIR BY REPORT		0.00	49.30	95.70	145.00	194.30	240.70	290.00
	ENDODONTICS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D3110	PULP CAP-DIRECT		0.00	4.60	8.93	13.53	18.12	22.45	27.05
D3120	PULP CAP-INDIRECT		0.00	3.89	7.55	11.45	15.34	19.00	22.89
D3220	PULPOTOMY-PRI OR PERM		0.00	17.69	34.34	52.03	69.71	86.36	104.05
D3221	PULPAL DEB, PRI AND PERM		0.00	10.61	20.60	31.22	41.83	51.82	62.43
D3230	PULPAL THERAPY (RESORBABLE FILLING) ANT,PRI		0.00	26.53	51.50	78.03	104.56	129.53	156.06
D3240	PULPAL THERAPY (RESORBABLE FILLING) POST,PRIM		0.00	30.07	58.37	88.44	118.51	146.81	176.88
D3310	ANTERIOR ENDODONTICS		0.00	52.35	101.63	153.98	206.33	255.61	307.96
D3320	PREMOLAR ENDODONTICS		0.00	67.21	130.47	197.68	264.89	328.15	395.36
D3330	MOLAR ENDODONTICS		0.00	83.13	161.37	244.50	327.62	405.86	488.99
D3331	TREATMENT OF ROOT CANAL OBST;NON SURG		0.00	17.69	34.34	52.03	69.71	86.36	104.05
D3333	INTERAL ROOT REPAIR OF PERFORMATION DEFECTS		0.00	10.97	21.29	32.26	43.22	53.54	64.51
D3346	ENDODONTIC RETREATMENT-ANT		0.00	82.45	160.05	242.50	324.95	402.55	485.00
D3347	ENDODONTIC RETREATMENT-PREMOLA		0.00	91.80	178.20	270.00	361.80	448.20	540.00
D3348	ENDODONTIC RETREATMENT-MOLAR		0.00	117.30	227.70	345.00	462.30	572.70	690.00
D3351	APEXIFICATION-INITAL TREATMENT		0.00	29.71	57.68	87.40	117.11	145.08	174.79
D3352	APEXIFICATION-INTERIM TREATMENT		0.00	19.81	38.45	58.26	78.07	96.71	116.52
D3353	APEXIFICATION-FINAL VISIT		0.00	39.62	76.91	116.53	156.15	193.44	233.06
D3410	APICOECTOMY-ANTERIOR		0.00	26.53	51.50	78.03	104.56	129.53	156.06
D3430	RETROGRADE FILLING-PER ROOT		0.00	8.84	17.17	26.01	34.85	43.18	52.02
D3450	AMPUTATION		0.00	20.91	40.59	61.50	82.41	102.09	123.00
D3470	INTENTIONAL REMOVAL AND REPLANTATION WITH SPLINTING		0.00	51.00	99.00	150.00	201.00	249.00	300.00

	PERIODONTICS		0%	17%	33%	50%	67%	83%	100%
D4210	GINGIVOPLASTY/PER QUADRANT FOUR OR MORE TEETH		0.00	37.14	72.10	109.24	146.38	181.34	218.48
D4211	GINGICOPLASTY/1-3 TEETH IN QUAD OR SPACE		0.00	15.92	30.90	46.82	62.73	77.71	93.63
D4240	GINGIVAL FLAP PROCEDURE, INCLUDING ROOT PLANNING, 4 OR MORE TEETH		0.00	76.32	148.15	224.47	300.79	372.62	448.94
D4241	GINGIVAL FLAP PROCEDURE, INCLUDING ROOT PLANING, 1-3 TEETH PER QUADRANT		0.00	48.59	94.32	142.91	191.50	237.23	285.82
D4249	CLINICAL CROWN LENGTHENING		0.00	59.50	115.50	175.00	234.50	290.50	350.00
D4260	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) 4 or > CONTIGUOUS TEE		0.00	40.33	78.28	118.61	158.94	196.89	237.22
D4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) 1 to 3 CONTIGUOUS TEE		0.00	34.00	66.00	100.00	134.00	166.00	200.00
D4271	FREE SOFT TISSUE GRAFT		0.00	68.00	132.00	200.00	268.00	332.00	400.00
D4321	PROVISIONAL SPLINTING-EXTRACORONAL		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D4341	PER SCALING/ROOT PLANING-QUAD+4		0.00	7.08	13.73	20.81	27.89	34.54	41.62
D4342	PER SCALING PLAN QUAD 1-3		0.00	3.54	6.86	10.40	13.94	17.26	20.80
D4346	GENERALIZED SCALING		0.00	28.30	54.93	83.23	111.53	138.16	166.46
D4355	FULL MOUTH DEBRIDMENT		0.00	18.40	35.71	54.11	72.50	89.81	108.21
D4910	PERIDONTAL MAINTENANCE		0.00	13.60	26.40	40.00	53.60	66.40	80.00
D4999	UNSPECIFIED PERIODONTIST PROCEDURE		0.00	8.50	16.50	25.00	33.50	41.50	50.00
	PROSTHETICS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D5110	COMPLETE DENTURE (MAXILLARY)		0.00	109.66	212.87	322.53	432.18	535.39	645.05
D5120	COMPLETE DENTURE (MANDIBULAR)		0.00	109.66	212.87	322.53	432.18	535.39	645.05
D5130	IMMEDIATE UPPER DENTURE		0.00	136.00	264.00	400.00	536.00	664.00	800.00
D5140	IMMEDIATE LOWER DENTURE		0.00	136.00	264.00	400.00	536.00	664.00	800.00
D5211	MAXILLARY PARTIAL DENTURE-RESI		0.00	58.37	113.30	171.67	230.04	284.97	343.34
D5212	MANDIBULAR PARTIAL DENTURE-RES		0.00	58.37	113.30	171.67	230.04	284.97	343.34
D5213	MAX PARTIAL DENTURE-CAST		0.00	111.43	216.30	327.73	439.15	544.02	655.45
D5214	MAN PARTIAL DENTURE-CAST		0.00	111.43	216.30	327.73	439.15	544.02	655.45
D5225	MAXILLARY PARTIAL DENTURE-FLEXIABLE BASE (INCLUDING ANY CLASPS, RESTS AND		0.00	119.00	231.00	350.00	469.00	581.00	700.00
D5226	MANDIBULAR PARTIAL DENTURE-FLEXIABLE BASE (INCLUDING ANY CLASPS, RESTS AI		0.00	119.00	231.00	350.00	469.00	581.00	700.00
D5410	ADJUST COMPLETE DENTURE,UPPER		0.00	4.95	9.61	14.57	19.52	24.18	29.13
D5411	COMPLETE DENTURE ADJUSTMENT, LOWER		0.00	4.95	9.61	14.57	19.52	24.18	29.13
D5421	PARTIAL DENTURE ADJUSTMENT, UPPER		0.00	4.95	9.61	14.57	19.52	24.18	29.13
D5422	PARTIAL DENTURE ADJUSTMENT, LOWER		0.00	4.95	9.61	14.57	19.52	24.18	29.13
D5510	REPAIR BROKEN COMPLETE DENTURE BASE		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D5520	REPLACE MISSING OR BROKEN TEETH-COMPLETE		0.00	13.80	26.78	40.58	54.38	67.36	81.16
D5610	REPAIR RESIN/PARTIAL BASE		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D5620	REPAIR CASE FRAMEWORK		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D5630	REPAIR OR REPLACE BROKEN CLASP		0.00	19.81	38.45	58.26	78.07	96.71	116.52
D5640	REPLACE BROKEN TOOTH (PER TOOTH)		0.00	13.80	26.78	40.58	54.38	67.36	81.16
D5650	ADD TOOTH TO EXIST PARTIAL DENTURE CLASP EXIST PARTIAL		0.00	14.86	28.84	43.70	58.55	72.53	87.39
D5660	ADD CLASP EXIST PARTIAL		0.00	18.40	35.71	54.11	72.50	89.81	108.21
D5670	REPLACE TEETH AND ACRYLIC MAXILLARY PARTIAL DENTURE		0.00	72.25	140.25	212.50	284.75	352.75	425.00
D5671	REPLACE TEETH AND ACRYLIC MANDIBULAR PARTIAL DENTURE		0.00	72.25	140.25	212.50	284.75	352.75	425.00
D5730	RELINE MAX DENTURE (CHAIRSIDE)		0.00	22.29	43.26	65.55	87.84	108.81	131.10
D5731	RELINE MAN COMPLETE (CHAIRSIDE)		0.00	22.29	43.26	65.55	87.84	108.81	131.10
D5740	RELINE MAX PART DENT (CHAIRSIDE)		0.00	22.29	43.26	65.55	87.84	108.81	131.10
D5741	RELINE MAN PART DENT (CHAIRSIDE)		0.00	22.29	43.26	65.55	87.84	108.81	131.10
D5750	RELINE MAX COMPLETE DENT (LAB)		0.00	39.97	77.59	117.57	157.54	195.16	235.13
D5751	RELINE MAN COMPLETE DENT (LAB)		0.00	39.97	77.59	117.57	157.54	195.16	235.13
D5760	RELINE MAX PART DENT (LAB)		0.00	39.97	77.59	117.57	157.54	195.16	235.13
D5761	RELINE MAN PART DENT (LAB)		0.00	39.97	77.59	117.57	157.54	195.16	235.13

D5820	INTERIM PARTIAL DENTURE MAX		0.00	38.91	75.53	114.45	153.36	189.98	228.89
D5821	INTERIM PARTIAL DENTURE MAN		0.00	38.91	75.53	114.45	153.36	189.98	228.89
D5850	MAXILLARY TISSUE CONDITIONING		0.00	21.25	41.25	62.50	83.75	103.75	125.00
D5851	MANDIBULAR TISSUE CONDITIONING		0.00	21.25	41.25	62.50	83.75	103.75	125.00
D5862	PRECISION ATTACHMENT BY REPORT		0.00	21.25	41.25	62.50	83.75	103.75	125.00
D5899	OPEN FACE CROWN FOR DENTURE		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D5982	SURGICAL STENT		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D5986	FLUORIDE GEL CARRIER		0.00	17.51	33.99	51.50	69.01	85.49	103.00
	IMPLANT		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D6053	IMPLANT ABUTMENT SUPPORTED REMOVABLE DENTURE FOR COMPLETELY EDENTUL		0.00	144.50	280.50	425.00	569.50	705.50	850.00
D6054	IMPLANT ABUTMENT SUPPORTED REMOVABLE DENTURE FOR PARTIALLY EDENTULOU		0.00	144.50	280.50	425.00	569.50	705.50	850.00
D6055	DENTAL IMPLANT SUPPORT CONNECTING BAR		0.00	221.00	429.00	650.00	871.00	1079.00	1,300.00
D6056	PREFABRICATED ABUTMENT-INCLUDES PLACEMENT		0.00	68.00	132.00	200.00	268.00	332.00	400.00
D6057	CUSTOM ABUTMENT-INCLUDES PLACEMENT		0.00	85.00	165.00	250.00	335.00	415.00	500.00
D6058	ABUTMENT SUPPORTED PORCELAIN CERAMIC CROWN		0.00	127.50	247.50	375.00	502.50	622.50	750.00
D6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL)		0.00	127.50	247.50	375.00	502.50	622.50	750.00
D6062	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)		0.00	110.50	214.50	325.00	435.50	539.50	650.00
D6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN CERAMIC FPD		0.00	127.50	247.50	375.00	502.50	622.50	750.00
D6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO MATEL FPD (HIGH NOE		0.00	127.50	247.50	375.00	502.50	622.50	750.00
D6072	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (HIGH NOBLE METAL)		0.00	110.50	214.50	325.00	435.50	539.50	650.00
D6078	IMPLANT ABUTMENT SUPPORTED FIXED DENTURE FOR COMPLETELY EDENTULOUS A		0.00	136.00	264.00	400.00	536.00	664.00	800.00
D6079	IMPLANT ABUTMENT SUPPORTED FIXED DENTURE FOR PARTIALLY EDENTULOUS ARC		0.00	136.00	264.00	400.00	536.00	664.00	800.00
D6090	REPAIR IMPLANT SUPPORTED PROSTHESIS, BY REPORT		0.00	29.75	57.75	87.50	117.25	145.25	175.00
D6091	REPLACEMENT OF SEMI PRECISION ATTACHMENT PER (PRECISION ATTACHMENT		0.00	76.50	148.50	225.00	301.50	373.50	450.00
D6092	RECEMENT IMPLANTABUTMENT SUPPORTED CROWN		0.00	17.00	33.00	50.00	67.00	83.00	100.00
D6093	RECEMENT IMPLANT ABUTMENT SUPPORTED FIXED PARTIAL DENTURE		0.00	18.70	36.30	55.00	73.70	91.30	110.00
D6095	REPAIR IMPLANT ABUTMENT, BY REPORT		0.00	29.75	57.75	87.50	117.25	145.25	175.00
D6210	PONTIC-CAST HIGH NOBLE METAL		0.00	110.50	214.50	325.00	435.50	539.50	650.00
D6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL		0.00	110.50	214.50	325.00	435.50	539.50	650.00
D6241	PONTIC-PORCELAIN FUSED TO BASE METAL		0.00	119.00	231.00	350.00	469.00	581.00	700.00
D6245	PONTIC-PORCELAIN/CERAMIC		0.00	68.00	132.00	200.00	268.00	332.00	400.00
D6545	RETAINER, CAST METAL FOR RESIN BONDED FIXED PROSTHESIS		0.00	68.00	132.00	200.00	268.00	332.00	400.00
D6548	RETAINER-PORCELAIN/CERAMIC FOR RESIN BONDED FIXED PROSTHESIS		0.00	136.00	264.00	400.00	536.00	664.00	800.00
D6721	RETAINER-PORCELAIN FUSED TO BASE METAL		0.00	119.00	231.00	350.00	469.00	581.00	700.00
D6750	RETAINER CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL		0.00	127.50	247.50	375.00	502.50	622.50	750.00
D6752	RETAINER CROWN-PORCELAIN FUSED TO NOBLE METAL		0.00	127.50	247.50	375.00	502.50	622.50	750.00
D6790	RETAINER CROWN FULL CAST HIGH NOBLE METAL		0.00	110.50	214.50	325.00	435.50	539.50	650.00
D6930	RECEMENT FIXED PARTIAL DENTURE		0.00	12.75	24.75	37.50	50.25	62.25	75.00
D6940	STRESS BREAKER		0.00	29.75	57.75	87.50	117.25	145.25	175.00
D6950	IMPLANT PRECISION ATTACHMENT		0.00	63.92	124.08	188.00	251.92	312.08	376.00
D6980	BRIDGE REPAIR BY REPORT		0.00	17.00	33.00	50.00	67.00	83.00	100.00
	ORAL SURGERY		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D7111	EXTRACTION DECIDUOUS TEETH		0.00	9.55	18.54	28.09	37.64	46.63	56.18
D7140	EXTRACTION,ERUPTED TOOTH OR EXPOSED ROOT		0.00	9.89	19.20	29.09	38.98	48.29	58.18
D7210	SURGICAL REMOVAL ERUPTED TOOTH		0.00	14.15	27.47	41.62	55.76	69.08	83.23
D7220	REMOVAL OF IMPACTION-SOFT TISSUE		0.00	21.93	42.57	64.51	86.44	107.08	129.01
D7230	REMOVAL OF IMPACTION-PART BONY		0.00	27.24	52.88	80.12	107.35	132.99	160.23
D7240	REMOVAL OF IMPACTION-COMP BONY		0.00	27.95	54.25	82.20	110.14	136.44	164.39
D7241	REMOVAL OF IMPACTION-DIFFICULT		0.00	29.01	56.31	85.32	114.32	141.62	170.63

D7250	SURGICAL REMOVAL RESIDUAL ROOT		0.00	19.10	37.08	56.18	75.28	93.26	112.36
D7260	ORANTAL FISTULA CLOSURE		0.00	59.43	115.36	174.79	234.22	290.15	349.58
D7270	TOOTH REPLANTATION AND STABILITY		0.00	9.55	18.54	28.09	37.64	46.63	56.18
D7280	SURGICAL EXPOSURE OF IMPACTED OR UNERUPTED-NOT TO BE EXTRACTED		0.00	48.11	93.39	141.50	189.61	234.89	283.00
D7285	BIOPSY OF ORAL TISSUE-HARD		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D7286	BIOPSY OF ORAL TISSUE-SOFT		0.00	20.40	39.60	60.00	80.40	99.60	120.00
D7310	ALVELOPLASTY/EXTRACTION-FOUR OR MORE TEETH OR TOOTH SPACES, PER QUAD		0.00	15.92	30.90	46.82	62.73	77.71	93.63
D7311	ALVELOPLASTY/EXTRACTION-ONE TO THREE TEETH OR TOOTH SPACES, PER QUAD		0.00	22.10	42.90	65.00	87.10	107.90	130.00
D7320	ALVELOPLASTY/NO EXTRACT-FOUR OR MORE TEETH OR TOOTH SPACES,PER QUAD		0.00	19.81	38.45	58.26	78.07	96.71	116.52
D7321	ALVELOPLASTY/NO EXTRACT-ONE TO THREE TEETH OR TOOTH SPACES,PER QUAD		0.00	27.20	52.80	80.00	107.20	132.80	160.00
D7410	EXCISION OF BENIGN LESION UP TO 1.25 CM		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D7411	EXCISION OF BENIGN LESION OVER 1.25 CM		0.00	34.00	66.00	100.00	134.00	166.00	200.00
D7450	REMOVAL ODONTOGENIC CYST<1.25 CM		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D7471	REMOVAL OF EXOSTOSIS		0.00	68.00	132.00	200.00	268.00	332.00	400.00
D7510	INCISION & DRAINAGE OF ABSCESS-INTRORAL SOFT		0.00	16.63	32.27	48.90	65.53	81.17	97.80
D7520	I & D OF ABCESS-EXTRORAL SOFT TISS		0.00	23.70	46.01	69.71	93.40	115.71	139.41
D7530	REMOVAL OF FOREIGN BODY FROM MUCOSA, SKIN, OR SUBCUTANEOUS		0.00	17.00	33.00	50.00	67.00	83.00	100.00
D7540	REMOVAL OF REACTION PRODUCING FOREIGN BODIES, MUSCULOSKELETAL SYSTEM		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D7820	CLOSE REDUCTION TMJ DISLOCATION		0.00	10.54	20.46	31.00	41.54	51.46	62.00
D7880	OCCLUSAL ORTHOTIC DEVICE, BY REPORT		0.00	91.65	177.90	269.55	361.20	447.45	539.10
D7910	SUTURE SMAL WOUND >5 CM		0.00	17.00	33.00	50.00	67.00	83.00	100.00
D7911	COMPLICATED SUTURE > 5 CM		0.00	44.20	85.80	130.00	174.20	215.80	260.00
D7960	FRENULECTOMY		0.00	34.00	66.00	100.00	134.00	166.00	200.00
D7970	EXCISION-HYPERPLASTIC TISSUE PER ARCH		0.00	29.71	57.68	87.40	117.11	145.08	174.79
D7971	EXCISION-PERICORONAL GINGIVAE ON IMPACTED OR PARTIALLY ERRUPTED		0.00	17.00	33.00	50.00	67.00	83.00	100.00
	ORTHODONTICS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D8010	LIMITED ORTHO TREATMENT OF THE PRI DENTITION		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D8020	LIMITED ORTHO TREATMENT OF THE TRANSITIONAL DENTITION		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D8030	LIMITED ORTH TREATMENT OF THE ADOLESCENT DENTITION		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D8040	LIMITED ORTHO TREATMENT OF THE ADULT DENTITION		0.00	42.50	82.50	125.00	167.50	207.50	250.00
D8070	COMPREHENSIVE ORTHO TREATMENT-TRANS		0.00	510.00	990.00	1500.00	2010.00	2490.00	3,000.00
D8080	COMPREHENSIVE ORTHO TREATMENT-ADOLESCENT		0.00	544.00	1056.00	1600.00	2144.00	2656.00	3,200.00
D8090	COMPREHENSIVE ORTHO TREATMENT-ADULT DENT		0.00	595.00	1155.00	1750.00	2345.00	2905.00	3,500.00
D8210	REMOVALBE HABIT APPLIANCE		0.00	51.00	99.00	150.00	201.00	249.00	300.00
D8220	FIXED HABIT APPLIANCE		0.00	51.00	99.00	150.00	201.00	249.00	300.00
D8999	UNSPECIFIED ORTHODONTICS BY REPORT		0.00	8.50	16.50	25.00	33.50	41.50	50.00
	MISCELLANEOUS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D9110	EMERGENCY / PALLIATIVE TREATMENT		0.00	10.20	19.80	30.00	40.20	49.80	60.00
D9120	FIXED PARTIAL DENTURE SECTIONING		0.00	17.00	33.00	50.00	67.00	83.00	100.00
D9210	LOCAL ANESTHESIA		0.00	1.70	3.30	5.00	6.70	8.30	10.00
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA		0.00	1.70	3.30	5.00	6.70	8.30	10.00
D9215	LOCAL ANESTHESIA		0.00	1.70	3.30	5.00	6.70	8.30	10.00
D9220	GENERAL ANESTHESIA/FIRST 30 MIN		0.00	26.01	50.49	76.50	102.51	126.99	153.00
D9221	GENERAL ANTHESIA-EACH ADD.30 MIN		0.00	12.41	24.09	36.50	48.91	60.59	73.00
D9230	ANALGESIA - NITROUS OXIDE PER 15 minutes		0.00	9.92	19.26	29.19	39.11	48.45	58.37
D9310	PROFESSIONAL CONSULTATION		0.00	8.50	16.50	25.00	33.50	41.50	50.00
D9430	OFFICE VISIT POST OPERATIVE (NO CHARGE)		0.00	0.00	0.00	0.00	0.00	0.00	-
D9440	OFFICE VISIT, AFTER REGULAR SCHEDULED HOURS		0.00	12.75	24.75	37.50	50.25	62.25	75.00
D9630	OTHER DRUGS AND/OR MEDICAMENTS, BY REPORT		0.00	1.87	3.63	5.50	7.37	9.13	11.00

D9910	DESENSITIZING MEDICATION PER VISIT		0.00	4.42	8.58	13.00	17.42	21.58	26.00
D9911	APPLICATION OF DESENSITIZING RESIN FOR CERVICAL AND/OR ROOT SURFACE, PER		0.00	4.42	8.58	13.00	17.42	21.58	26.00
D9920	BEHAVIOR MGT (15 MIN INCREMENTS)		0.00	8.49	16.48	24.97	33.46	41.45	49.94
D9930	POST SURGICAL COMPLICATIONS		0.00	10.20	19.80	30.00	40.20	49.80	60.00
D9940	OCCLUSAL GUARD IN HOUSE		0.00	11.05	21.45	32.50	43.55	53.95	65.00
D9940	OCCLUSAL GUARD OFF SITE LAB		0.00	55.25	107.25	162.50	217.75	269.75	325.00
D9941	FABRICATION-ATHLETIC MOUTHGUARD		0.00	12.75	24.75	37.50	50.25	62.25	75.00
D9942	REPAIR AND/OR RELINE OF OCCLUSAL GUARD		0.00	8.50	16.50	25.00	33.50	41.50	50.00
D9950	OCCLUSION ANALYSIS-MOUNTED CASE		0.00	12.75	24.75	37.50	50.25	62.25	75.00
D9951	OCCLUSAL ADJUSTMENT-LIMITED		0.00	5.10	9.90	15.00	20.10	24.90	30.00
D9952	COMPLETE OCCLUSAL ADJUSTMENT		0.00	51.00	99.00	150.00	201.00	249.00	300.00
D9971	ODONTOPLASTY 1-2 TEETH		0.00	2.55	4.95	7.50	10.05	12.45	15.00
D9972	BLEACHING, EXTERNAL PER ARCH		0.00	25.50	49.50	75.00	100.50	124.50	150.00
D9974	INTERNAL BLEACHING PER TOOTH		0.00	8.50	16.50	25.00	33.50	41.50	50.00
D9999	UNSPECIFIED BY REPORT		0.00	8.50	16.50	25.00	33.50	41.50	50.00
BLEACH	BLEACHING TUBE ONLY, 2 TUBES		0.00	8.50	16.50	25.00	33.50	41.50	50.00
TOOTH	EACH ADDITIONAL TOOTH ADDED TO PARTIAL		0.00	10.20	19.80	30.00	40.20	49.80	60.00
ENVIRONMENTAL HEALTH Fees		**NOTE: EH Services are NOT based on a sliding fee scale.**							
	361 - OSTDS								
	OSTDS I/M Permit (county fee)								15.00
	OSTDS Aerobic Permit (county fee)								20.00
	OSTDS Septic Tank Manufacturer Annual Permit (county fee)								25.00
	County Fee OSTDS Application								160.00
	County Fee OSTDS Operating Permit								15.00
	OSTDS County Other Service								50.00
	348 - Food Service								
	County Fee Bars/Lounges, drink service only								60.00
	County Fee Fraternal/Civic Organizations								60.00
	County Fee Institutional								60.00
	County Fee Jail / Prison								60.00
	County Fee Limited Event								75.00
	County Fee Movie Theatre								60.00
	County Fee Residential Facility								60.00
	County Fee School Cafeteria, more than 9 mos of operation								60.00
	County Fee School Cafeteria, less than 9 mos of operation								60.00
	County Fee Limited Food								60.00
	County Fee Catering								60.00
	County Fee Mobile								60.00
	357 - Limited Use Water								
	County Fee Annual Public Water Permit								50.00
	360 - Swimming Pools / Bathing Places								
	County Fee Annual Permit, Pool over 25000 gal								110.00
	County Fee Annual Permit, Pool under 25000 gal								60.00
	359 - Other Water Laboratory Fees								
	354 - Mobile Home/RV								
	County Fee Mobile Home/RV Application								100.00
	351 - Group Care								
	County Fee Application								125.00
	352 - Migrant Labor Camp								
	County Fee Annual Permit, more than 100 residents								300.00

	County Fee Annual Pemit, 51 to 100 residents								250.00
	County Fee Annual Permit, less than 50 residents								200.00
	364 Biomedical Waste Generators								
	County Fee Annual Permit								55.00
	369 Tanning Facility								
	County Fee Annual Permit								50.00
	359 - Wells								
	Augmentation well								100.00
	Public Water Well 6 inch to 12 inch								400.00
	Public Water Well less than 6 inch								300.00
	Replacement well/Redrill								80.00
	Domestic Well								90.00
	Domestic Irrigation Well up to 4 inches								80.00
	Commercial Irrigation Well 4 inches or less								100.00
	Commercial Irrigation Well greater than 4 inches								150.00
	Other Irrigation Well								100.00
	Fire Use Well								150.00
	Heat Exchange Well (Commercial)								200.00
	Heat Exchange Well (Domestic)								100.00
	Monitoring/Piezometers/Test Wells - per well								50.00
	Air Sparging Well (up to 8 wells)								75.00
	Elevator Shaft								500.00
	Well Modification up to 4 inch								50.00
	Well Modification greater than 4 inch								100.00
	Well Abondonment (up to 6 inches)								50.00
	Well Abondonment (greater than 6 inches)								100.00
	Re-inspection Fee/Site Revisit (Domestic)								50.00
	Re-inspection Fee/Site Revisit (Commerical)								100.00
	Variance Application for Replacement Well								50.00
	Variance Application for FAC 64E-8								150.00
	Partial Long/Short Test Re-test								75.00
	Late Fee for Limited Use Water System - Permit renewal after October 1								75.00
	Inspector General Service Per hour								50.00
VITAL STATISTICS Fees									
	1 Birth Certificate								12.00
	Extra Copies of same Birth Certificate								7.00
	1 Death Certificate								10.00
	Extra Copies of same Death Certificate								8.00
	Plastic Sleeves for Birth Certificate protection								2.00
	Notary of Documents								10.00
PROFESSIONAL FEE FOR LEGAL SERVICES AND COPYING CHARGES									
	Testimony (Depositions, Trial, Hearings)	**Note: Fees are based on HCHD costs.**							
	Physician, Dentist								
	Travel, Per hour								75.00
	Preparation, Per hour								150.00
	Testimony, Per hour								150.00
	ARNP, PA, PE, RD, RS								
	Travel, Per hour								50.00
	Preparation, Per hour								75.00
	Testimony, Per hour								75.00

Environmental/Specialist, Epidemiologist, RN, Other	
Travel, Per hour	25.00
Preparation, Per hour	50.00
Testimony, Per hour	50.00
Medical/Records/by/client/request	
Pages 1-25	1.00
Subsequent pages	0.25
USB Flash Drive	12.50
Medical Records by Subpoena, General Civil and Criminial Court	
Pages 1-25	1.00
Subsequent pages	0.25
USB Flash Drive	12.50
Medical/Records/by/Subpoena/Workmens/Compensation Court	
Per page	0.50
Postage (including return receipt)	5.00
Expediting	25.00
USB Flash Drive	12.50
MISCELLANEOUS/FEE	
NSF - Nonsufficient Funds (Returned Check)	25.00
FDLE - Fingerprint and FBI - Background Check - Field Print	58.25

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Shawn Flemming, Gehring Group**
Tanya Cannady, Business Services Director
Sherri Bennett, Human Resources Manager

SUBJECT/TITLE: **Request approval of RFP 22-025-LKD for Highlands County's self insured health insurance plan to Cigna Health and Life Insurance Company (Cigna).**

STATEMENT OF ISSUE

RFP 22-024-LKD Health Insurance was advertised July 16, 2022. Three responsive responses and one non-responsive response was received August 18, 2022. An evaluation was conducted September 1, 2022, to review the responsive submissions. To assist the evaluation committee, Gehring Group, the County's insurance advisor, provide a presentation summarizing each proposal. Representatives from Highlands County participating entities were invited to attend and participate in the evaluation discussions. The voting members were Belinda Decker, Clerk of Courts, Sam Klatt, Property Appraiser, and Dusty Johnson, Public Citizen. Cigna Health and Life Insurance Company received the highest total score and number 1 ranking. The committee voted unanimously to recommend to the board to award RFP 22-025-LD Health Insurance to Cigna Health and Life Insurance Company.

RECOMMENDED ACTION

Move to approve RFP 22-025-LKD for Highlands County's self insured health insurance plan to Cigna Health and Life Insurance Company (Cigna).

FISCAL IMPACT

Currently there are 778 employees and 608 family members that participate in the self insured health plan. There are 3 plan types: Base, Mid and High. Total annual premium effective January 1, 2023 will be $11,697,515 , which is an increase of $956,256 (8.9%) from the previous year.

Attachments: Cigna Stop Loss Agreement.pdf
Cigna ASO Agreement.pdf
Cigna Performance Agreement.pdf
22-025 RFP Award.pdf

IMPORTANT NOTICE*: The stop-loss insurance policy in this PDF (the "Policy") has been validly issued by Cigna Health and Life Insurance Company in the state identified in the Coverage Information section of the Policy (the "Policy Issuance State") and shall be governed by its laws. For your convenience, the Policy is hereby transmitted electronically to you, as representative of the policyholder, in lieu of physical delivery of a paper copy of the Policy in the Policy Issuance State. Your receipt of this electronic transmission constitutes official delivery of the Policy in the Policy Issuance State no less than if a paper copy of the Policy were physically delivered at a policyholder address in the Policy Issuance State. If you prefer, a paper copy of the Policy will be delivered to a policyholder address that you identify in the Policy Issuance State.*

CIGNA HEALTH AND LIFE INSURANCE COMPANY
(Herein called 'Cigna')

Stop Loss Policy

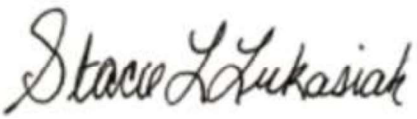
Based on the application for this policy made by Highlands County Board of County Commissioners (herein called the Policyholder) and based on the payment of the premium when due, Cigna agrees to reimburse the Policyholder for Covered Expenses under the terms of this policy.

This policy becomes effective at 12:01 a.m. at the Policyholder's address on the Effective Date shown in the Coverage Information section.

All matter printed or written by Cigna on the following pages forms a part of this policy as if recited over the signatures below.

This policy is delivered in and is governed by the laws of the jurisdiction shown in the Coverage Information section.

In witness thereof, Cigna has caused this policy to be executed at its home office in Bloomfield, Connecticut.



Stacie L. Lukasiak, Assistant Secretary

CIGNA HEALTH AND LIFE INSURANCE COMPANY
(Herein called 'Cigna')

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Actual Attachment Point
Actual Attachment Point means the amount of Actual Claim Payments above which aggregate stop loss benefits are payable.

The Actual Attachment Point is determined at the end of the Policy Year and is the greater of: (1) the sum of all Policy Months in the Policy Year of the number of Covered Persons enrolled during each Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each Policy Month.

For those policies with Run-Out coverage, in the year of termination the Actual Attachment Point is the sum of the product as calculated in accordance with the above paragraph plus the Run-Out Period Attachment Point.

Actual Claim Payment
Actual Claim Payment means a payment made on behalf of the Policyholder for a Covered Person under the terms of the Benefit Plan. A payment is deemed to have been made as of the date the payment instrument is issued by the Claim Administrator. An Actual Claim Payment does not include a claim payment made in error on behalf of a Covered Person.

Aggregate Individual Stop Loss Limit
Aggregate Individual Stop Loss Limit means the limit that must be met before benefits are payable for Aggregate Stop Loss coverage.

Aggregate Stop Loss Benefit Percentage Payable
Aggregate Stop Loss Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Actual Attachment Point has been reached.

Become Due
Become Due is the earliest date upon which: (a) the Policyholder or the Claim Administrator has received due proof of loss for which a claim is made under the terms of the Benefit Plan, provided such loss is covered under this policy as a Covered Expense; and (b) an Actual Claim Payment has been made.

Benefit Plan or Plan
Benefit Plan or Plan means the Policyholder's medical benefits and/or other health benefits applicable to either the Individual Stop Loss benefit and/or the Aggregate Stop Loss benefit as uniquely specified for each benefit in the Schedule of Insurance.

Cigna's Maximum Liability
Cigna's Maximum Liability is the largest amount that Cigna will be responsible for according to the terms of the policy.

Claim Administrator
Claim Administrator means Cigna or an entity approved by Cigna, which approval shall not be unreasonably withheld, to provide administrative services and to pay claims for the Policyholder's Benefit Plan.

Corridor Factor
Corridor Factor means the risk retained by the Policyholder on Aggregate Stop Loss coverage. It is expressed as a percentage of Expected Paid Claims and is specified on the Schedule of Insurance. The calculation is based on the number of covered employees.

Covered Expenses
Covered Expenses for a Policy Year are expenses made under the Benefit Plan that are reimbursable under this policy based on the criteria specified in the Schedule of Insurance.

Covered Person
Covered Person means a person who is enrolled for coverage and meets the eligibility requirements set forth in the Benefit Plan.

Effective Date
Effective Date means the date on which coverage begins under this agreement.

Expected Paid Claims
Expected Paid Claims means the projected claims at the time of the presale or renewal quote to be paid for all Covered Persons during the Policy Year.

High Risk Individual
High Risk Individual means a Covered Person whose claims under the Benefit Plan are expected to exceed the Individual Stop Loss Limit. For such person(s), a separate Individual Stop Loss Limit for High Risk Individuals is applicable, or such person may be excluded from coverage under this policy.

Incurred
Incurred means the date on which the supply is obtained or the service is rendered to a Covered Person under the Benefit Plan.

Individual Stop Loss Limit
Individual Stop Loss Limit means the specific dollar amount of Covered Expenses paid by the Policyholder for each Covered Person during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit will be the same as if the coverage had remained in effect for the entire Policy Year.

Individual Stop Loss Limit for High Risk Individuals
Individual Stop Loss Limit for High Risk Individuals means the specific dollar amount of Covered Expenses paid by the Policyholder for each High Risk Individual during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit for High Risk Individuals will be the same as if the coverage had remained in effect for the entire Policy Year.

Individual Stop Loss Benefit Percentage Payable
Individual Stop Loss Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Individual Stop Loss Limit has been reached.

Lagged Month
Lagged Month is defined on the Schedule of Insurance as either the same as the current Policy Month or as the Policy Month one or more months prior to the corresponding Policy Month. In the event the Lagged Month refers to a month prior to the Effective Date of the policy, the Lagged Month is defined as the first Policy Month.

Minimum Attachment Exposure
Minimum Attachment Exposure is the greater of the number of Covered Persons enrolled during the Minimum Attachment Lagged Month in each product and plan design in the Benefit Plan; or the original estimated number of Covered Persons at the time of underwriting.

Minimum Attachment Lagged Month
Minimum Attachment Lagged Month is defined on the Schedule of Insurance as either the same as the Policy Year's first Policy Month or one or more months prior to the Policy Year's first Policy Month. In the event the Minimum Attachment Lagged Month refers to a month prior to the Effective Date of the policy, the Minimum Attachment Lagged Month is defined as the Policy Year's first Policy Month.

Minimum Attachment Percentage
The Minimum Attachment Percentage is used in computing the Minimum Attachment Point, and if applicable, the Minimum Run-Out Period Attachment Point. This percentage is shown on Schedule of Insurance.

Minimum Attachment Point
The Minimum Attachment Point is either not applicable (in which case it is assumed to have a value of zero in any calculation), or for each Policy Month and for each product and plan design, it is equal to the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by Monthly Attachment Factors for the Policy Month.

Minimum Run-Out Period Attachment Point
The Minimum Run-Out Period Attachment Point is the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by the sum of the Terminal Attachment Factors for each month as shown on the Schedule of Insurance under Terminal Attachment Factors.

Monthly Attachment Factor
Monthly Attachment Factor is a factor assigned to this policy to be used to calculate the Actual Attachment Point and Minimum Attachment Point, as applicable. This factor is shown on the Schedule of Insurance.

Policy Month
Policy Month means a calendar month during a Policy Year.

Policy Quarter
Policy Quarter means a period of three consecutive calendar months during a Policy Year, with the first Policy Quarter beginning on the Effective Date of the policy.

Policy Year
Policy Year means the period beginning on the Effective Date of this policy (or most recent Renewal Date thereof) up to but not including the next renewal date or the date of termination, whichever period is shorter. The Policy Year is specified on the Schedule of Insurance and may differ by coverage as indicated on the Schedule of Insurance.

Renewal Date
Renewal Date is the day on which a new Policy Year begins as specified on the Schedule of Insurance.

Run-Out Period
Run-Out Period is the length of time following the termination date of this policy during which claims that Become Due for a Covered Person under the Benefit Plan will accumulate toward stop loss coverage under this policy provided that they were Incurred prior to the termination date of this policy.

Run-Out Period Attachment Point
Run-Out Period Attachment Point is the greater of the Minimum Run-Out Period Attachment Point or the sum of each product in the Benefit Plan and each month (as shown on the Schedule of Insurance under Terminal Attachment Factors) of the Terminal Attachment Factor multiplied by the number of Covered Persons enrolled during the respective Lagged Month for that month.

Terminal Attachment Factor
Terminal Attachment Factor is a factor assigned to this policy to be used to calculate the Run-Out Period Attachment Point and the Minimum Run-Out Period Attachment Point. This factor is shown on the Schedule of Insurance.

Benefit Provisions

Individual Stop Loss Coverage

In consideration of payment of the Individual Stop Loss premium by the Policyholder, Cigna shall reimburse the Policyholder for the amount by which the total Covered Expenses for the Policy Year for a Covered Person exceed the Individual Stop Loss Limit. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Individual Stop Loss Limit times the Individual Stop Loss Benefit Percentage Payable, subject to Cigna's Maximum Liability specified on the Schedule of Insurance.

Reimbursement for Covered Expenses will be made after an Actual Claim Payment is made.

Cigna shall not be liable for any expenses that are Incurred or Become Due outside the term of this policy.

Other
If Cigna is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Cigna of such information and records as Cigna may reasonably require regarding the Actual Claim Payments.

In the event Cigna is the Claim Administrator paying claims out of the Policyholder's bank account established for the purpose of paying claims and such bank account is still open and available to Cigna, any payments or reimbursements under this benefit will be executed by Cigna debiting or crediting the Policyholder's bank account.

Aggregate Stop Loss Coverage

In consideration of payment of the Aggregate Stop Loss premium by the Policyholder, Cigna shall reimburse the Policyholder for Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Actual Attachment Point times the Aggregate Stop Loss Benefit Percentage Payable, subject to Cigna's Maximum Liability specified on the Schedule of Insurance.

If there is an amount due to Cigna by the Policyholder, then Cigna may debit the Policyholder's account, or the Policyholder shall pay Cigna said amount within 30 days of receiving a written request therefore.

Covered Expenses paid by the Policyholder in excess of the Aggregate Individual Stop Loss Limit are excluded prior to determining if the Actual Attachment Point is reached.

For the purpose of this calculation, amounts between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals are also excluded.

The above payments, reimbursements and credits made by Cigna to the Policyholder are subject to Cigna's Maximum Liability specified on the Schedule of Insurance.

Cigna shall not be liable for any expenses that are Incurred or Become Due outside the term of this policy.

Other
If Cigna is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Cigna of such information and records as Cigna may reasonably require regarding the Actual Claim Payments.

In the event Cigna is the Claim Administrator paying claims out of the Policyholder's bank account established for the purpose of paying claims and such bank account is still open and available to Cigna , any payments or reimbursements under this benefit will be executed by Cigna debiting or crediting the Policyholder's bank account.

Policyholder Duties

A. The Policyholder will submit to Cigna a complete copy of the Benefit Plan unless Cigna already has such copy in its possession; such Benefit Plan or its complete copy is incorporated herein by reference.

B. Any changes to the Benefit Plan will be submitted to Cigna for approval 60 days prior to their Effective Date.

C. If Cigna is not the Claim Administrator, the parties agree that the Policyholder or the Claim Administrator approved by Cigna, which approval shall not be unreasonably withheld, will have the following duties and obligations:

1. to investigate, audit, calculate and pay all claims in accordance with the provisions of the Benefit Plan and any applicable provider contracts.

2. to provide Cigna such information and records that Cigna may reasonably require for:

   a. payment of any claim under this policy; and
   b. projection of future expected claims of the Benefit Plan.

3. to prepare and submit to Cigna on a monthly basis:

   a. a report of the Actual Claim Payments paid pursuant to the Benefit Plan for that month;
   b. a report of the total number of Covered Persons covered by the Benefit Plan for that month; and
   c. a report listing claimants with Covered Expenses during the Policy Year greater than 50% of the Individual Stop Loss Limit. The listing is to include cumulative paid claims and the respective ICD codes.

4. for Individual Stop Loss, the preparation and submission to Cigna on a monthly basis, within 15 days of the previous month's end, of a report showing Covered Expenses during the month for those Covered Persons for whom the total Covered Expenses for the stop loss Policy Year meet or exceed 50% of the Individual Stop Loss Limit.

5. for any and all Covered Persons whose Covered Expenses meet or exceed the Individual Stop Loss Limit during the Policy Year, the following information must be supplied for claim adjudication under this policy. This information must be presented to Cigna within 60 days of the end of the month in which the Covered Person exceeded the Individual Stop Loss Limit:

   a. claim copies and all documentation relating to outside bill reviews/negotiations for hospital and provider bills greater than 50% of the Individual Stop Loss Limit;
   b. copies of any and all documentation relating to the Benefit Plan's subrogation interests, if applicable;
   c. detailed claim reports and check information if explanation of benefits (EOBs) are not available;
   d. itemized bills for any claims or charges equal to or greater than 50% of the Individual Stop Loss Limit;

e. an enrollment form or eligibility screen; and
f. coordination of benefits (COB) information.

D. The Policyholder will reimburse Cigna for any Actual Claim Payments subsequently repaid, refunded, rebated or owed to the Policyholder by any party.

E. The Policyholder will furnish additional information or documentation as reasonably requested by Cigna.

CIGNA HEALTH AND LIFE INSURANCE COMPANY
(Herein called 'Cigna')
Exclusions

Covered Expenses under this policy do not include the following:

1. Actual Claim Payments for which (a) there is other group insurance (including costs recoverable through the application of the coordination of benefits provision in the Benefit Plan); (b) third-party liability has been established; (c) there is coverage pursuant to any plan established by federal, state or local law (to the extent permitted); or (d) there is coverage under workers compensation insurance.

2. Expenses to the extent the Policyholder or Plan receives any payment(s), refund(s) or rebate(s), however denominated, or any reduction in charges as a result of a PPO, EPO, or other managed care arrangement, claim reduction negotiation, or the application of any provider discount arrangement.

3. Expenses which Become Due after the date coverage under this policy ceases.

4. Administrative expenses of the Policyholder or Claim Administrator.

5. Extra contractual damages, expenses or reimbursements of any kind or nature.

6. Investigative or legal expenses, attorney fees and court costs.

7. Expenses Incurred by a person not eligible under the terms of the Benefit Plan.

8. Expenses paid because of an amendment to the Benefit Plan which is not agreed to by Cigna, which agreement shall not be unreasonably withheld.

9. Unless indicated on the Schedule of Insurance, expenses for taxes, fees and surcharges that may be imposed on the Benefit Plan or Policyholder by federal, state or local governments.

10. Expenses Incurred as a result of war, other than acts of terrorism, whether declared or not, or acts of war or service in any military force of any country while such country is engaged in war, whether declared or not.

11. Expenses which are not considered Covered Expenses under the Benefit Plan.

12. Expenses for which the Policyholder or Claim Administrator has failed to provide the required information set forth under the Policyholder Duties section.

13. With respect to Individual Stop Loss, and with respect to Aggregate Stop Loss if indicated on the Schedule of Insurance, expenses resulting from fixed per person charges (fixed charges), if any (i.e. contractually determined periodic payments to certain providers based on the number of Plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).

14. For liabilities which are non-pecuniary in nature (not having a monetary value).

Omission, Concealment or Misrepresentation of Fact

The Policyholder understands that the completeness, inclusiveness and accuracy of all underwriting information provided to Cigna by the Policyholder was relied upon in the decision to issue and/or renew this policy. This includes any information volunteered by the Policyholder at initial quote or prior to a renewal, any information provided in response to a request by Cigna, and any personal health statements filled out by the Covered Persons. Cigna reserves the right to terminate this policy or re-underwrite this coverage and its terms resetting the premium rates, Individual Stop Loss Limit, coverage maximums, Monthly Attachment Factors and/or the Minimum Attachment Point) if: 1) Cigna determines that any relevant information has been omitted and/or concealed; 2) Cigna determines that any fact(s) have been misrepresented, thus, impacting the assessment of the risk. Any such action by Cigna may be retroactive to the beginning of the Policy Year and will be reasonable in relation to the nature of the omission, concealment, or misrepresentation.

Subrogation and Acts of Third Parties

Applicability
Where allowed by law, this section will apply:

1. to Policyholders who receive payments for Covered Expenses under this policy; and

2. where Actual Claim Payments have been made under the Benefit Plan to a Covered Person who has a lawful claim against, or who has received compensation, damages or other payment from another party or parties for expenses resulting in the payment by Cigna of such Covered Expenses; and

3. to the Policy Year in which the corresponding payment was made. The expense of subrogation will be shared proportional according to the Benefit Plan.

Policyholder Obligations
To secure the rights of Cigna under this section, the Policyholder must:

1. pursue the rights of subrogation contained in the Benefit Plan; and

2. reimburse Cigna for Covered Expenses Incurred under this policy (but not more than the amount paid by the other party or parties) if payment from the other party or parties has been received by the Policyholder. The Policyholder must reimburse Cigna first, and in full, before retaining any benefit from the recovery; and

3. assign to Cigna the Policyholder's subrogation and/or reimbursement right contained in the Benefit Plan to the extent of Cigna's payments if requested by Cigna and Policyholder shall cooperate fully and do all things as necessary and required to enable Cigna to pursue the recovery right.

CIGNA HEALTH AND LIFE INSURANCE COMPANY (Herein called 'Cigna')

Privacy of Information

In connection with the performance of its obligations under this policy, Cigna may disclose to and receive disclosure from the Policyholder or its Claim Administrator of information collected or received in connection with Covered Expenses reimbursable under this policy, provided the information is limited to that which is reasonable and necessary and in accordance with applicable law.

Under no circumstances will Cigna provide the Policyholder with information on Incurred, but not paid claims, projected claims, pre-certifications of coverage, case management notes, and course of treatment information or prognosis information.

Premiums

Premium Payments
The initial premium shall be due and payable on the first day of the month of this policy. Subsequent premiums shall be due on the first day of each calendar month that this policy remains in effect.

Premiums can be paid to Cigna's home office or to an authorized agent of Cigna. Each premium paid continues the policy in force until the date the next premium is due, except as set forth in the Grace Period section.

The total monthly premium is the sum of the premium for all Covered Persons for all coverages as identified on the Schedule of Insurance.

Grace Period
A period of 31 days following the premium due date, without interest, is allowed for paying any premium other than the first premium payment due. The policy will remain in force during the grace period, unless Cigna has been advised in writing that the policy is to cease prior to the end of the grace period. If any premium is not paid before the grace period ends, the policy will cease at the end of the grace period. When this policy ends, the Policyholder will be liable for all premiums past due and unpaid, including a pro-rata premium for any time this policy remains in force during the grace period.

Premium Refund
Any error or correction of any premium paid must be reported to Cigna promptly. The premium will be adjusted on all Covered Persons retroactively to reflect the correct premium amount. If a correction will result in a decrease in premium, a refund will be given only for the two month period prior to Cigna’s receipt of a correction request.

Right to Change Terms of Coverage

Cigna reserves the right to change the Individual Stop Loss Limits, the Monthly Attachment Factors, the Terminal Attachment Factors, Minimum Attachment Point and/or premium rates shown on the Schedule of Insurance under the following circumstances:

1. In the event the total number of Covered Persons at the beginning of the Policy Year or at any time during the Policy Year differs more than 10% from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation, subject to advance written notice of at least 45 days.

2. In the event enrollment in any covered Plan at the beginning of the Policy Year or at any time during the Policy Year differs more than 10% from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation, subject to advance written notice of at least 45 days.

3. In the event of material changes in the Benefit Plan or changes in legislation or regulation, Cigna may revise the premium rates with the revision to become effective on the date such changes are effective, subject to advance written notice of at least 45 days.

4. In the event of the addition of a subsidiary, operation or class of Covered Persons not previously covered under the Benefit Plan and approved by Cigna, Cigna may revise the premium rates with the revision to become effective on the date such addition is effective, subject to advance written notice of at least 45 days.

5. In the event of the termination of a subsidiary, operation or class of Covered Persons covered under this policy, Cigna may revise the premium rates with the revision to become effective on the date such termination is effective, subject to advance written notice of at least 45 days.

6. On any policy anniversary, subject to advance written notice of at least 45 days.

7. In the event of an omission, concealment or misrepresentation of material fact, as described in Omission, Concealment or Misrepresentation of Fact section, such change to become retroactively to the first day of the affected Policy Year, subject to advance written notice of at least 45 days.

If Cigna is not the Claim Administrator, Cigna also reserves the right to change any premium rates if Cigna determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan. Such adjustment may be made retroactive to the beginning of the Policy Year.

Termination

This policy will continue in effect from its Effective Date until terminated on the earliest of the following:

1. At the end of the grace period if the premium is not paid, subject to advance written notice of at least 45 days.

2. Upon mutual consent by the parties, on the date the parties agree to terminate.

3. On the premium due date following 45 days after the mailing of written notification of termination by Cigna or the Policyholder.

4. On the date of termination of the Benefit Plan, subject to advance written notice of at least 45 days.

5. If any state or other jurisdiction enacts a law which prohibits the continuance of this policy, or the existing law is interpreted to so prohibit the continuance of this policy, as reasonably determined by Cigna, the policy shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation, subject to advance written notice of at least 45 days.

6. Upon written notice to the Policyholder of the discovery of the Policyholder's failure to comply with any material term of the policy, subject to advance written notice of at least 45 days.

7. Upon written notice to the Policyholder if Cigna reasonably determines that the Policyholder has ceased or failed to sufficiently fund its account established to fund benefit payments under the Plan, subject to advance written notice of at least 45 days.

This policy may also be terminated by Cigna as follows:

1. Upon written notice to the Policyholder, if Cigna determines that any of the information has omitted, concealed or misrepresented any fact which Cigna determines to have had a material effect on Cigna’s assessment of the risk, subject to advance written notice of at least 45 days.

2. On the next premium due date, at Cigna's option, if Cigna determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan, subject to advance written notice of at least 45 days.

3. On the effective date of a change in the Benefit Plan which is not approved by Cigna. Cigna will give the Policyholder written notice within 45 days after receipt of a copy of such change.

4. On the effective date of any change in Claim Administrator which is not approved by Cigna. Cigna will give the Policyholder written notice within 45 days after receipt of notification of such change.

All coverage ceases upon termination of this policy. The termination of this policy does not excuse the Policyholder from forwarding to Cigna any and all premiums accrued through the date of termination.

If the policy includes Run-Out coverage, Cigna reserves the right not to provide Run-Out coverage in the event of termination prior to the end of the Policy Year.

General Provisions

Notice
This policy provides benefits when the Policyholder's Benefit Plan incurs expenses in excess of the individual and/or aggregate limits as outlined in this policy. Since this policy insures the Policyholder and not the individuals covered by the Policyholder's Benefit Plan, this policy neither adds to nor subtracts from the terms of the underlying Benefit Plan. Additionally, this policy does not in any way affect the Policyholder's responsibility to comply with employment laws such as the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act and other applicable state and federal laws.

Parties to the Policy and Responsibility for Claims for Benefits by Covered Persons
The parties to the policy are the Policyholder and Cigna. There are no third party beneficiaries and this policy does not create any rights or legal relation whatsoever between Cigna and a Covered Person under the Policyholder's Benefit Plan. Cigna's sole liability under this policy is to the Policyholder.

The Policyholder shall retain the exclusive obligation for any action, brought for benefits under the Policyholder's Benefit Plan however denominated, including any action purporting to be brought with respect to this policy. Policyholder agrees to assume the tender of any such action and to reimburse Cigna for reasonable costs, costs of whatever kind (including court costs and attorney fees) which Cigna may incur to protect its and Policyholder's rights until Policyholder accepts tender. Provided that nothing herein shall alter Cigna's obligations contained in the parties' administrative services agreement, if any.

Entire Contract
The parties agree that this policy and any endorsement and amendment to the policy constitute the entire contract regarding the stop loss insurance between the parties. Any endorsement or amendment changing this policy must be in writing and must be signed by authorized officers of Cigna and the Policyholder respectively. No person may modify or waive any of the terms of this policy except by a written amendment signed by a duly authorized officer of Cigna.

Enforceability
In the event that one or more provisions in this policy shall, for any reason, be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this policy shall not be affected.

Clerical Error
A clerical error is defined as a mistake made in the policy that changes its meaning from what the parties originally intended, such as a typographical error or the unintentional addition or omission of a word, phrase or figure.

Upon learning of a clerical error in this policy, the policy will be revised and reissued by Cigna to the extent allowable based on available regulatory approved policy language to correct the error and if premium or reimbursement is impacted, an adjustment will be made accordingly. A clerical error will not invalidate coverage otherwise validly in force or continue otherwise terminated coverage.

Examination and Maintenance of Records
If Cigna is not the Claim Administrator:

1. The Policyholder will furnish to Cigna such data as may be required for the administration of this policy.

2. The Policyholder's and the Claim Administrator's books and records pertaining to the policy will be available to Cigna for inspection during the usual business hours. Such books and records will be maintained for a period of not less than 6 years following termination of the policy.

3. Cigna will have the right at all reasonable times to inspect all records relating to Actual Claim Payments paid under the Benefit Plan whether maintained by the Policyholder or the Claim Administrator. Cigna will treat as confidential all such records and information obtained.

Dispute Resolution
The Policyholder may not initiate any dispute resolution relating to a claim under this policy fewer than 60 calendar days or more than five years after due proof of such claim is furnished to Cigna.

Plan Changes
Cigna must approve a change in the Benefit Plan if the change impacts the Covered Expense under this policy. The Policyholder must promptly furnish Cigna with a copy of each change in the Benefit Plan prior to its effective date. If such copy is not received, Cigna will only be liable for the reimbursement of Covered Expenses under this policy as if the Plan was not changed.

Subcontracting
The work to be performed by Cigna under this policy may be performed wholly or in part through an authorized representative, subsidiary, affiliate, or parent of Cigna. Such subcontracting will not increase or diminish the rights or obligations of either party to this policy.

Assignment
Except as otherwise provided herein, assignment of this policy by the Policyholder will not be binding upon Cigna.

Notwithstanding the foregoing, the Policyholder may assign this policy, including all of its rights and obligations hereunder, to its affiliates or an entity controlling, controlled by, or under common control with the Policyholder, subject to notice and written consent by Cigna of the assignment. Cigna, in its discretion may reissue the policy in the name of the new assignee.

Offset
Cigna shall be entitled to offset payments due to the Policyholder under this policy against premiums due and unpaid by the Policyholder to Cigna.

CIGNA HEALTH AND LIFE INSURANCE COMPANY
(Herein called 'Cigna')
Schedule of Insurance

Coverage Information

Policyholder:	Highlands County Board of County Commissioners
Policy Number:	3342888
Effective Date:	January 01, 2023
Issue Date:	September 15, 2022
Next Renewal Date:	January 01, 2024
State or other Jurisdiction of Issue:	Florida

Notices

For the purpose of any notices required under this policy, such notices should be sent to the addresses shown below:

Cigna Health and Life Insurance Company
900 Cottage Grove Road, Hartford, CT 06152
Attn: Stop Loss Unit

For questions regarding coverage or to get help in resolving a complaint, the phone number is: 1-855-246-1874

Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870
Attn: Sherri Bennett
sbennett@highlandsfl.gov
863-402-6792

Notice to Policyholder - *ADDITIONAL PROGRAMS* – Cigna may, from time to time, offer or arrange for various entities to offer discounts, benefits, services or other consideration to the Policyholder's employees for the purpose of promoting their general health and well-being. For details about these programs, contact Cigna. Any such consideration shall be provided by Cigna in connection with its administrative services agreement for the administration of the Policyholder's self-insured Plan and shall not be considered a benefit of this policy nor create any relationship between Cigna and the Policyholder's employees with respect to this policy.

CIGNA HEALTH AND LIFE INSURANCE COMPANY
(Herein called 'Cigna')

Individual Stop Loss Coverage

Policy Year: January 01, 2023 to December 31, 2023

Covered Expenses: Claims that are Incurred between October 01, 2018 and December 31, 2023 and that Become Due between January 01, 2023 and December 31, 2023

Monthly Premium Rates:
For each covered employee $95.03

Individual Stop Loss Benefit Percentage Payable: 100%

Individual Stop Loss Limit: $225,000.00

The following Covered Persons have been identified as High Risk Individuals and shall be subject to the Individual Stop Loss Limit as specified below:

High Risk Individuals None

Benefit Plans Covered by Individual Stop Loss Coverage:

Claim Administrator	Product
Cigna	Mental Health/Substance Use Disorders
Cigna	Open Access Plus
Cigna	Pharmacy Expense

Cigna's Maximum Liability per individual: Will be the individual maximum, if any, as set forth in the Benefit Plan less the Individual Stop Loss Limit

Additional exclusions from Individual Stop Loss coverage under this policy:

- Expenses resulting from fixed, per person, per period charges (fixed charges), if any, i.e., contractually determined periodic payments to certain providers based on the number of Plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to Plan participants.

CIGNA HEALTH AND LIFE INSURANCE COMPANY
(Herein called 'Cigna')

Aggregate Stop Loss Coverage

Policy Year: January 01, 2023 to December 31, 2023

Covered Expenses: Claims that are Incurred between October 01, 2018 and December 31, 2023 and that Become Due between January 01, 2023 and December 31, 2023

For purposes of Aggregate Stop Loss, amounts attributable to claim base state surcharges, covered lives assessment and cost containment fees, as applicable, shall not be considered to be an excluded expenses of the Policyholder or Claim Administrator and as such shall be considered Covered Expenses.

Monthly Premium Rates:
For each covered employee $5.94

Aggregate Stop Loss Benefit Percentage Payable: 100%

Aggregate Individual Stop Loss Limit: $225,000.00

Benefit Plans Covered by Aggregate Stop Loss Coverage:

Claim Administrator	Product
Cigna	Mental Health/Substance Use Disorders
Cigna	Open Access Plus
Cigna	Pharmacy Expense

Cigna's Maximum Liability for the Aggregate Stop Loss coverage: Unlimited for the Policy Year

Corridor Factor: 125%

Minimum Attachment Point: $14,108,665.68

Minimum Attachment Percentage: 100%

Minimum Attachment Lagged Month: Two Months prior to the Policy Year's first Policy Month

Lagged Month: Two Months Prior

Monthly Attachment Factor (for each Covered Person):

Claim Administrator	Product	
Cigna	Open Access Plus-HDHP	$1,241.90
Cigna	Open Access Plus-High	$1,810.68
Cigna	Open Access Plus-Mid	$1,711.85

Payment of premium is considered acceptance of this policy and the terms within.

Aimee E. Burnham
Contractual Agreement Unit Manager
Cigna



Routing W122A
900 Cottage Grove Road
Hartford, CT 06152
Telephone 860.226.4422
Facsimile 860.730.3944
Aimee.Burnham@cigna.com

September 21, 2022

Randy Vosburg
County Administrator
Highlands County
600 South Commerce Avenue
Sebring, FL 33870

Re: Administrative Services Only Agreement by and between Cigna Health and Life Insurance Company ("**CHLIC**") and Highlands County ("**Employer**")

Dear Randy Vosburg:

Enclosed is an Administrative Services Only Agreement (the "**Agreement**") that CHLIC has prepared to establish the terms under which it will administer a self-funded benefit plan on behalf of Employer beginning January 1, 2023 (the "**Effective Date**").

Employer may signify its acceptance of the terms of the Agreement by:

- Executing (i) this letter (where indicated below), or (ii) the signature page in the Agreement, and returning the executed page to me at the above address, or
- Taking no action, in which case the Agreement shall become binding upon Employer and CHLIC sixty (60) days following the date of this letter.

If Employer does not accept all the terms of the enclosed Agreement, it must so notify CHLIC either electronically or in writing (at the address indicated above) within sixty (60) days of the date of this letter. In that case, CHLIC shall cooperate to negotiate mutually agreeable terms with Employer. Once a subsequent agreement is executed, it will apply retroactively to the Effective Date. Until then, however, the enclosed Agreement, which may periodically be amended by CHLIC, will govern the relationship between Employer and CHLIC.

As indicated in the enclosed Agreement, Employer is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

Cigna Health and Life Insurance Company	***Highlands County***
By: Aimee E. Burnham	By:
Authorized Representative: Aimee E. Burnham	Authorized Representative:
Title: Contractual Agreement Unit Manager	Title:
Date: September 21, 2022	Date: _____

Administrative Services Only Agreement

By and Between

Highlands County
"Employer"

And

Cigna Health and Life Insurance Company
"CHLIC"

Effective Date: January 1, 2023

EXCEPT AS PROVIDED BY APPLICABLE LAW, THIS AGREEMENT AND ITS TERMS ARE PROPRIETARY AND CANNOT BE DISCLOSED WITHOUT THE PERMISSION OF EACH OF THE PARTIES

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THIS AGREEMENT, effective January 1, 2023 (the "**Effective Date**") is by and between Highlands County ("**Employer**") and Cigna Health and Life Insurance Company ("**CHLIC**").

RECITALS:

WHEREAS, Employer, as Plan sponsor, has adopted the benefit described in Exhibit A, as may be amended, ("**Plan**") for certain of its employees/members and their eligible dependents (collectively " **Members**"); and

WHEREAS, Employer has requested that CHLIC provide certain administration services in connection with the Plan (for its own internal purposes, CHLIC identifies Employer's account by the following number(s) 3342888).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Definitions

Agreement means this entire document including the Schedule of Financial Charges and all Exhibits and Addenda, as attached hereto, as well as any subsequent amendments.

Applicable Law means the state, federal and/or international law and/or regulation that apply to a Party or the Plan.

Bank Account means a benefit plan account with a bank designated by CHLIC; established and maintained by Employer in its or a nominee's name.

ERISA means the Employee Retirement Income Security Act of 1974, as amended and related regulations. CHLIC acknowledges that Employer's Plan may not be subject to ERISA.

Extra-Contractual Benefits means payments which Employer has instructed CHLIC to make for health care services and/or products that CHLIC has determined are not covered under the Plan.

Member means a person eligible for and enrolled in the Plan as an employee or dependent.

Participant/Participating Members means Member(s) who is (are) participating in a specific program and/or product available to Members under the Plan.

Participating Providers means providers of health care services and/or products, who/which contract directly or indirectly with CHLIC to provide services and/or products to Members.

Party/Parties means Employer and CHLIC, each a "Party" and collectively, the "Parties".

Plan Benefits means amounts payable under the terms of the Plan for expenses incurred by Members for services/items covered under the Plan.

Plan Year means the twelve (12) month period, beginning on the Effective Date and, thereafter, each subsequent twelve (12) month period.

Run-Out Claims means claims for Plan Benefits relating to health care services and products that are incurred but not processed prior to termination of this Agreement; termination of a Plan benefit option or termination of Member eligibility, as applicable.

Subscriber means the Member whose employment or participation is the basis for eligibility under the Plan.

Section 1. Term and Termination of Agreement

This Agreement is effective on the Effective Date and shall remain in effect until the earliest of any of the following dates:

i. The date which is at least sixty (60) days from the date that either Employer or CHLIC provides written notice to the other of termination of this Agreement;

ii. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;

iii. The date upon which Employer fails to fund the Bank Account as required by this Agreement provided CHLIC notifies Employer of its election to terminate;

iv. The date upon which Employer fails to pay CHLIC any charges identified in this Agreement when due provided CHLIC notifies Employer of its election to terminate; or

v. Any other date mutually agreed upon by Employer and CHLIC.

Section 2. Claim Administration and Additional Services

a. While this Agreement is in effect, CHLIC shall, consistent with, the claim administration policies and procedures then applicable to its own health care insurance business (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.

b. Following (i) termination of this Agreement, except pursuant to Section 1.iii and 1.iv; (ii) termination of a Plan benefit option or (iii) termination of eligible Members, if any required fees have been paid in full, CHLIC shall process Run-Out Claims for the applicable Run-Out Period (Refer to Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, CHLIC shall cease processing Run-Out Claims and, subject to the requirements of Section 21.a, make all relevant records in its possession relating to such claims, other than CHLIC's proprietary information, reasonably available to Employer or Employer's designee. CHLIC is not required to provide proprietary information to Employer or any other party.

c. Employer hereby delegates to CHLIC the authority, responsibility and discretion to determine coverage under the Plan based on the eligibility and enrollment information provided to CHLIC by Employer. Employer also hereby delegates to CHLIC the authority, responsibility and discretion to (i) make factual determinations and to interpret the provisions of the Plan to make coverage determinations on claims for Plan Benefits, (ii) conduct a full and fair review of each claim which has been denied (as defined by ERISA), (iii) conduct level one of internal appeals of "Urgent Care Claims," "Concurrent," "Pre-service," and "Post-service" claims (as those terms are defined under ERISA) and notify the Member or the Member's authorized representative of its decision. Employer

will ensure that all summary plan description materials provided to Members reflect the delegation of discretionary authority outlined above.

If the Plan provides a level two internal appeal, Employer shall conduct and retain full responsibility and discretionary authority for such appeals including notification to the Member and/or the Member's authorized representative of its decision. Employer will ensure that the summary plan description materials provided to Members properly outline the internal appeal process and Employer's responsibility for level two internal appeals.

d. In addition to the basic claim administrative duties described above, CHLIC shall also perform the Plan-related administrative duties agreed upon by the Parties and specified in Exhibit B. Unless otherwise agreed to in writing by CHLIC, all services identified in this Agreement shall be provided by CHLIC on an exclusive basis with respect to that portion of the Plan administered by CHLIC pursuant to this Agreement.

e. As part of the Plan Benefits provided under this Agreement, CHLIC and Employer agree that CHLIC will provide the Pharmacy Benefit (as defined in Appendix A) services described in the Schedule of Financial Charges and Appendix A as attached hereto, if any (the "Pharmacy Benefit Provisions"). In the event of any conflict between the terms set forth in the Pharmacy Benefit Provisions and any other terms set forth in this Agreement, including Exhibits hereto, the Pharmacy Benefit Provisions shall control solely with respect to the Pharmacy Benefit services.

Section 3. Funding and Payment of Claims

a. Employer shall establish a Bank Account, and maintain in the Bank Account an amount sufficient at all times to fund payments from it for the following (collectively "**Bank Account Payments**"): (i) Plan Benefits; (ii) those charges and fees identified in the applicable Schedule of Financial Charges as payable through the Bank Account and (iii) any sales tax, or similar benefit- or Plan-related charge, surcharge or assessment however denominated, which may be imposed by any governmental authority. Bank Account Payments may include without limitation: (a) fixed per person payments and pay-for-performance payments to Participating Providers; (b) amounts owed to CHLIC which are not billed to Employer in accordance with Section 4 of this Agreement; and (c) amounts paid to CHLIC's affiliates and/or subcontractors for, among other things, network access or in- and out-of network health care services/products provided to Members. CHLIC may credit the Bank Account with payments due Employer under a stop loss policy issued by CHLIC or an affiliate.

b. CHLIC, as agent for the Employer, shall make Bank Account Payments from the Bank Account, in the amount CHLIC reasonably determines to be proper under the Plan and/or under this Agreement.

c. In the event that sufficient funds are not available in the Bank Account to pay all Bank Account Payments when due, CHLIC shall cease to process and issue payment for claims for Plan Benefits including Run-Out Claims and CHLIC may notify claimants and Members regarding such insufficient funding.

d. CHLIC will promptly adjust any underpayment of Plan Benefits or pay-for-performance payments by drawing additional funds due the claimant from the Bank Account. In the event CHLIC determines that it has overpaid a claim for Plan Benefits or paid Plan Benefits to the wrong party, it shall take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to recover the overpayments of Plan Benefits. CHLIC shall also take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to collect pay-for-performance payments due to Employer or to recover pay-for-performance overpayments (collectively "Pay-for-Performance Recoveries"). CHLIC shall not be

required to initiate court, mediation, arbitration or other administrative proceedings to recover any overpayment of Plan Benefits or to collect or recover Pay-for-Performance Recovery. However, when it elects to do so, CHLIC is expressly authorized by Employer to take all actions on behalf of the Employer and/or the Plan to pursue overpayment recovery of Plan Benefits or to collect or recover Pay-for-Performance Recovery including, but not limited to, retaining counsel, settling and compromising claims or Pay-for-Performance Recoveries, in which case CHLIC shall be responsible for the attorney fees, court costs or arbitration fees incurred by CHLIC in the specific overpayment recovery action of Plan Benefits (not applicable to subrogation or conditional claim payment recoveries) or to collect or recover Pay-for-Performance Recovery, but not any indirect, associated third party costs absent consent of CHLIC. CHLIC shall not be responsible for reimbursing any unrecovered payments of Plan Benefits or Pay-for-Performance Recoveries unless made as a result of its gross negligence or intentional wrongdoing.

e. Employer shall promptly reimburse CHLIC for any Bank Account Payments paid by CHLIC with its own funds on behalf of the Employer or the Plan and no such payment by CHLIC shall be construed as an assumption of any of Employer's liability for such Bank Account Payments.

f. Following termination of this Agreement, Employer shall remain liable for payment of all Plan Benefits and other due Bank Account Payments and for all reimbursements due Members under the Plan.

The obligations set forth in this Section 3 shall survive termination of this Agreement.

Section 4. Charges

a. Charges. CHLIC shall provide to Employer a monthly statement of all charges Employer is obligated to pay, in full, under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due on the first day of the month, as indicated on the monthly statement. Payments received after the last day of the month in which they are due, shall be subject to late payment charges, from the due date at a rate calculated as follows: the one (1) year Treasury constant maturities rate for the first week ending in January plus five percent (5%). For purposes of calculating late payment charges, payments received will be applied first to the oldest outstanding amount due. CHLIC may reasonably revise the methodology for calculating late payment charges upon thirty (30) days' advance written notice to Employer.

b. Changes - Additions and Terminations. If a Subscriber's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Subscriber shall be due for that Subscriber for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Subscriber, no charges shall be due for that Subscriber for that month.

c. Retroactive Changes and Terminations. Employer shall remain responsible for payment of all applicable charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member. However, if the change or termination would result in a reduction in charges, CHLIC shall credit to Employer the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date CHLIC processes the notice, or (b) the period from the date of the change or termination to the date CHLIC processes the notice.

The obligations set forth in this Section 4 shall survive termination of this Agreement.

Section 5. Enrollment and Determination of Eligibility

a. Eligibility Determinations and Information. Employer is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, CHLIC shall rely upon enrollment and eligibility information provided by the Employer and CHLIC shall have no liability for administering the Plan in reliance upon enrollment and eligibility information provided by Employer. Such eligibility information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly to CHLIC on at least a monthly basis (unless otherwise agreed to in writing by CHLIC) using a method and with such other information as reasonably may be required by CHLIC for the proper administration of the Plan.

b. Release of Liability. Notwithstanding any inconsistent provision of this Agreement to the contrary, if Employer, fails to provide CHLIC with accurate enrollment and eligibility information, benefit design requirements, or other agreed-upon information in a CHLIC standard timeframe and format, CHLIC shall have no liability under this Agreement for any act or omission by CHLIC, or its employees, affiliates, subcontractors, agents or representatives, caused by such failure.

c. Reconciliation of Eligibility Information and Default Terminations. CHLIC will periodically share potential discrepancies in eligibility information with Employer. Employer will review and reconcile any discrepancies within thirty (30) days of receipt and provide CHLIC corrected eligibility information. If Employer fails to timely do so, CHLIC may terminate coverage for any Member not listed as eligible in Employer's submitted eligibility information.

Section 6. Audit Rights

a. Employer may audit CHLIC's administration of Plan Benefits in accordance with the following requirements:

   i. Except for clinical audits, Employer shall provide to CHLIC a scope of audit letter and the fully executed Audit Agreement, a sample of which is attached hereto as Exhibit C, together with a forty-five (45) day advance written request for audit. For a clinical audit, Employer shall provide to CHLIC a ninety (90) day advance written request to audit, together with a scope of audit letter, which scope shall be mutually agreed upon between the parties. CHLIC will provide the Auditor and Employer, if Employer is participating in the audit, with a draft Clinical Audit Agreement, sample of which is attached hereto as Exhibit C1, within a week of receiving the request to audit and scope of audit letter.

   ii. Employer may designate with CHLIC's consent (which consent shall not to be unreasonably withheld) an independent, third-party auditor to conduct the audit (the "**Auditor**").

   iii. Employer and CHLIC will agree upon the date for the audit during regular business hours in a virtual/remote audit environment or at CHLIC's office(s), as business needs require.

   iv. Except as otherwise agreed to by the parties in writing prior to the commencement of the audit, the audit shall be conducted in accordance with the terms of CHLIC's Audit Agreement attached hereto as Exhibit C and/or Exhibit C1, as applicable, which would hereby be agreed to by Employer and which shall be signed by the Auditor prior to the start of the audit.

   v. If the audit identifies any errors requiring adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims and fees reviewed and not

upon statistical projections or extrapolations.

vi. Employer shall be responsible for its Auditor's costs.

vii. Employer has five thousand (5,000) or more employees who are Members, Employer may conduct one such audit every Plan Year (but not within six (6) months of a prior audit); otherwise, Employer may conduct one such audit every two (2) Plan Years (but not within eighteen (18) months of a prior audit).

viii. In no event shall any audit involve Plan benefit payments or administration prior to the most recent two (2) plan years, (unless otherwise noted) or involve Plan benefit payment or administration that has been previously audited.

ix. New audits shall not be initiated until all parties have agreed that the prior audit is closed.

In the event Employer requests to alter the scope of the audit, CHLIC will endeavor to reasonably accommodate the Employer's request, which may be subject to additional charges to be mutually agreed upon by the Employer and CHLIC prior to the start of the audit.

Employer may (as determined by CHLIC based upon the resources required by the audit requested) be responsible for CHLIC's reasonable costs with respect to the audit, except that while this Agreement is in effect there shall be no additional cost to Employer for an audit of the following:

- **Claims:** Payment documents relating to a random, statistically valid sample of two-hundred twenty-five (225) claims paid.
  - Requests to review provider contracts will be subject to CHLIC's current criteria and contrary terms in Participating Provider Agreements.
- **Appeals:** Documents, including payment documents as appropriate, relating to a random sample of up to thirty-five (35) appeals.
- **Customer Service:** Documentation and review of call recordings relating to a random sample of up to thirty-five (35) Member calls.
  - CHLIC maintains call recordings for up to twelve (12) months, and any customer service audit is limited to the availability of the call recordings.
- **Accumulator/Combined Deductible:** Audits are allowed based on mutually agreed-upon scope of up to thirty (30) cases.
- **Benefit Implementation:** Audits are allowed based on mutually agreed-upon scope and timing. CHLIC will support the benefit implementation audits for review of benefit set up related to claim processing.
- **Clinical Cases/Calls**: The standard annual allowable number of cases/calls for audit and standard number of days allowed to conduct the audit is as follows, based on number of Employer Subscribers during the time period covered by the audit:

Number of Subscribers	# Cases	# Calls	# Days*
5,000 & under	10	3	1

>5,000 & < 25,000	15	4	1
>25,000 & < 75,000	20	5	1.5
>75,000	25	6	2

All cases and calls related to case selection will be prepared and presented in compliance with all Applicable Laws, Privacy Addendum in Exhibit D, including but not limited to the HIPAA Privacy and Security Rules and 42 C.F.R. Part 2.. Cases selected will have been managed during the rolling twelve (12) month period prior to the date of the written request to conduct an audit and not previously audited for the current audit scope.

- **Medical Cost Containment Program Fees (MCCP):** MCCP audits are limited to confirmation of fees paid by the Employer related to the programs in place. The audits will not include review of documentation that is not applicable to claim administration. In addition, Auditor agrees that it will not outreach to Participating Providers or Members for claim or medical record information.

  MCCP fee audits are based on the following criteria:

  - Random samples selected by CHLIC based on the following:
    - Twenty-five (25) claims in which fees were paid for the Non-Participating Provider Cost Containment Programs which include Network Savings Program; Supplemental Network and Medical Bill Review (Pre-payment Cost Containment for Non-contracted claims)
    - One-hundred (100) claims related to Other Cost Containment Programs which include Medical Bill Review (Bill Audit; DRG Validation Audits and Recovery; Medical Implant Device Audits); COB Vendor Recoveries; Secondary Vendor Recovery Program; Provider Credit Balance Program; High Cost Specialty Pharmaceutical Audits; Eligibility Overpayment Recovery Vendor Services; Class Action Recoveries and Subrogation/Conditional Claim Payment.

  b. **Pharmacy Audits.** The rights and obligations regarding pharmacy audits are set forth in Appendix A.

Section 7. Plan Benefit Liability

a. Employer Liability for Plan Benefits. Employer is solely responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action. Employer is responsible for reimbursing CHLIC, its directors, officers and employees for any reasonable expense incurred (including reasonable attorneys' fees) by them in the defense of any action or proceeding involving a claim for Plan Benefits. CHLIC shall reasonably cooperate with Employer, in its defense of such actions.

If Employer directs CHLIC in writing to pay Extra-Contractual Benefits, Employer is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance provided by CHLIC or CHLIC affiliate or in determining any CHLIC or CHLIC affiliate risk-sharing or performance guarantee reimbursements. Employer shall reimburse CHLIC for any liability or expenses (including reasonable attorneys' fees) CHLIC may incur in connection with making such payments.

b. Employer Liability for Plan-Related Expenses. Employer shall reimburse CHLIC for any amounts CHLIC may be required to pay (i) any sales tax or similar benefit- or Plan-related charge, surcharge or assessment, or (ii) under any unclaimed or abandoned property, or escheat law, with respect to Plan Benefits and any penalties and/or interest thereon.

The obligations set forth in this Section 7 shall survive termination of this Agreement.

Section 8. Modification of Plan and Charges

a. Except as may be otherwise provided in the Schedule of Financial Charges, CHLIC shall have the right to revise the charges identified in this Agreement (i) by giving Employer at least sixty (60) days' prior written notice, (ii) upon any modification or amendment of the benefits under the Plan, (iii) upon any variation of ten percent (10%) or more in the number of Members used by CHLIC to calculate its charges under this Agreement, and/or (iv) upon any change in law or regulation that materially impacts CHLIC's liabilities and/or responsibilities under this Agreement.

b. Employer shall provide CHLIC written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow CHLIC to implement the modification or amendment. Employer and CHLIC shall agree upon the manner and timing of the implementation of such modification or amendment subject to CHLIC's system and operational capabilities.

c. Employer is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

Section 9. Modification of Agreement

Except as otherwise provided for in this Agreement, no modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties. The charges identified in this Agreement may be revised in accordance with Section 8 by CHLIC providing written notice to Employer and Employer indicating its acceptance of the modification either by paying the revised charges or failing to object to such revised charges in writing to CHLIC within fifteen (15) business days of receipt of such notice from CHLIC. The revised charges will be effective on the date indicated in CHLIC's written notice to Employer unless otherwise agreed to by CHLIC and Employer.

Section 10. Choice of Law

a. This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Connecticut, including its statutes of limitations, without regard to any conflict-of-laws or other rule that would result in the application of the law of a different jurisdiction.

b. The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements.

Section 11. Information in CHLIC Processing Systems

CHLIC may retain and use all Plan-related claim/payment information recorded/integrated into CHLIC's business records (including claim processing systems) in the ordinary course of business. Such information will be available to Employer pursuant to Section 21. CHLIC will retain such Plan-related claim/payment information in accordance with its record retention policy and Applicable Law.

Section 12. Resolution of Disputes

It is understood and agreed that any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("**Controversy**") shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

a. Any Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall initiate Executive Review by giving the other Party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response. Both the notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.

b. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request for Executive Review under Section 12.a, above, either Party may initiate mediation by providing written notice to the other Party, which shall be conducted in Hartford, Connecticut, in accordance with the American Arbitration Association commercial mediation rules ("**Mediation**"), and using American Arbitration Association mediators. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties. The Parties shall not, however, be required to mediate the Controversy.

c. In the event that a Controversy has not been resolved by Executive Review or Mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 12.b above, in accordance with the American Arbitration Association commercial arbitration rules. The arbitration, shall be binding not only on all Parties to this Agreement but on any other affiliated entity controlled by, in control of or under common control with the Party to the extent that such affiliated entity joins in the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity regarding the Controversy may be instituted by any Party other than to enforce the award of the arbitrator.

d. The Parties intend the dispute resolution procedure described above to be a private undertaking. The Parties agree that an arbitration conducted under this provision will not be consolidated with an arbitration involving third parties not parties to this Agreement, including other plans administered in whole or in part by CHLIC or other affiliates of Cigna Corporation. The arbitrator will be without power to conduct arbitration on a class or representative basis. The Parties waive their rights to participate in a class action or representative proceeding regarding the Controversy that would otherwise be resolved through the process outlined in this Section 12. The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. All disputed issues in a Controversy are for the arbitrator to decide, except the courts will decide those issues relating to the scope and enforceability of the arbitration provision.

The obligations set forth in this Section 12 shall survive termination of this Agreement.

Section 13. Third Party Beneficiaries

This Agreement is for the exclusive benefit of Employer and CHLIC. It shall not be construed to create any legal relationship between CHLIC and any other party.

Section 14. No Waivers

No waiver by any party of a breach or default of any provision of this Agreement, failure by any party, on one or more occasions, to enforce any of the provisions of this Agreement, or failure by any party to exercise any right or privilege hereunder shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of such rights or privileges hereunder, unless and solely to the extent waived by the party against whom the waiver is sought in writing and signed.

Section 15. Headings

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 16. Severability

If any provision or any part of a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 17. Force Majeure

CHLIC shall not be liable for any failure to meet any of its obligations under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of CHLIC or its affiliates or subcontractors, its employees, officers, or directors. Such contingencies include, but are not limited to, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental actions, laws, ordinances, rules or regulations.

Section 18. Assignment and Subcontracting

No Party may assign any right, interest, or obligation hereunder without the express written consent of the other Party; provided, however that CHLIC may assign any right, interest, or responsibility under this Agreement to their affiliates and/or subcontract specific obligations under this Agreement provided that CHLIC shall not be relieved of its obligations under this Agreement when doing so.

Section 19. Notices

Except as otherwise provided, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly made when (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) delivered electronically, or (d) deposited in the United States mail, postage prepaid, and addressed as follows:

To CHLIC:
Cigna Health and Life Insurance Company
2000 South Colorado Blvd.
Tower Three, STEs 1100, 1200

Denver, CO 80222
Attention: Thomas Whitmore, Risk & Underwriting Senior Director

To Employer:
Highlands County
600 South Commerce Avenue
Sebring, FL 33870
Attention: Randy Vosburg, County Administrator

The address to which notices or communications may be given by any Party may be changed by written notice given by one Party to the other pursuant to this Section.

Section 20. Identifying Information, Internet Usage and Trademark

Each Party reserves all right, title, and interest in and to its respective trademarks, service marks, trade names, trade dress, logos, and other proprietary trade designations, whether presently existing or hereafter authored, developed, established, or acquired (collectively, "Marks"). Except as necessary in the performance of their duties under this Agreement or as separately agreed to in writing, no Party shall use the other Party's Marks in advertising or promotional materials or otherwise. All use of a Party's Marks shall remain subject to such Party's reasonable quality control and brand usage guidelines. Additionally, no Party shall establish a link to the other's World Wide Web site, without the owner's prior written consent. All goodwill arising from use of a Party's Marks shall inure exclusively to such Party's benefit.

The obligations set forth in this Section 20 shall survive termination of this Agreement.

Section 21. Confidentiality

a. Subject to the requirements of Applicable Law, the terms of this Agreement and the Privacy Addendum in Exhibit D, a signed Business Associate Agreement between Employer and its designee(s), and a signed Confidentiality Agreement between CHLIC and applicable designee(s), CHLIC shall release copies of confidential claims and Plan Benefit payment information in CHLIC's claims system ("**Confidential Information**") and may release copies of proprietary information relating to the Plan in CHLIC's claims system ("**Proprietary Information**") to the Employer and/or its designee(s). Employer will keep Confidential Information and Proprietary Information confidential and will use Confidential Information and Proprietary Information solely for the purpose of administering the Plan or as otherwise required by law. Employer is solely responsible for any unauthorized use or disclosure of Confidential Information and/or Proprietary Information provided by CHLIC pursuant to this Section 21 whether by Employer or its designee and the consequences thereof.

b. CHLIC and any of its affiliates or subsidiaries which have any Protected Health Information in their possession will maintain the confidentiality of such Protected Health Information in accordance with the Privacy Addendum in Exhibit D and any applicable state privacy laws, including, without limitation, 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.

c. Upon termination of this Agreement and subject to the provisions of Section 21.a above, CHLIC shall make information available to a third party such as a "successor administrator" as requested by Employer, to the extent administratively feasible, if the Parties agree upon the charge to be paid by Employer.

The obligations set forth in this Section 21, shall survive termination of this Agreement.

Section 22. Independent Contractors

The Parties' relationship with respect to each other is that of independent contractors and nothing in this Agreement is intended, and nothing shall be construed to, create an employer/employee, partnership, principal-agent, or joint venture relationship, or to exercise control or direction over the manner or method by which CHLIC performs services hereunder. No Party shall make any statement or take any action that might cause a third party to believe such Party has the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other Party, unless set forth in this Agreement or expressly authorized in writing by a duly authorized officer of the other Party. For the avoidance of doubt, CHLIC is authorized to perform certain services on behalf of Employer under this Agreement and this provision is not intended to in any way diminish that authorization.

Section 23. Reservation of Intellectual Property Rights

Each Party reserves all right, title, and interest in and to its respective copyrights, patents, trade secrets, trademarks, and other intellectual property, whether presently existing or hereafter authored, invented, developed, or acquired. Without limiting the foregoing, as between the Parties, CHLIC shall solely and exclusively own the systems, methodologies, and technology used to provide the services, all modifications, enhancements, and improvements thereto, and all associated intellectual property rights. No rights or licenses are granted to Employer other than the limited right to receive and use the services under and in accordance with this Agreement. CHLIC shall own and be free to use and incorporate without payment or other consideration to Employer any ideas, suggestions, recommendations, or other feedback provided to CHLIC in connection with its provision of the services. Nothing in this Agreement is intended or shall be construed to create any joint authorship, joint inventorship, or similar relationship or endeavor between the Parties.

The obligations set forth in this Section 23 shall survive termination of this Agreement.

Section 24. Entire Agreement

As of the Effective Date, this Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all previous and contemporaneous agreements, understandings, inducements or conditions expressed or implied, oral or written, between the Parties, except as herein contained. Further, this Agreement shall not be modified by any shrink-wrap, click-wrap, browse-wrap, click-through, web-site based, online or use agreements ("Click-Wrap") that purport to be accepted or deemed accepted by download or online acknowledgment and to the extent of any conflict between this Agreement and the Click-Wrap, this Agreement shall control. Each Party acknowledges that in entering into this Agreement, it is not relying on any statement, representation, or warranty, other than those expressly set forth herein. Except as otherwise provided herein the provisions of this Agreement shall control in the event of a conflict with the terms of any other agreement regarding the subject matter herein.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement, to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below. Employer executes as the authorized representative of the Plan with respect to the Privacy Addendum to this Agreement.

Dated at _____, _____ **Highlands County**

Dated: _____ By: _____
Name:
Its
Duly Authorized

Dated at Hartford, Connecticut **CIGNA HEALTH AND LIFE INSURANCE COMPANY**

Dated: September 21, 2022

By: Aimee E. Burnham
Name: Aimee E. Burnham
Its Contractual Agreement Unit Manager
Duly Authorized

Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with CHLIC's then standard billing practices. However, CHLIC is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

	MEDICAL/DENTAL ADMINISTRATION CHARGES (Including Benefit Advisor Fees payments agreed to by Employer)	
Product	**Description**	**Charge**
Medical	Open Access Plus (OAP) with Care Management Preferred (All Plans)	**$11.20/employee/month**
Dental	Dental Preferred Provider Organization (DPPO)	**$1.71/employee/month**
Medical	Benefit Advisor Fees	**For OAP Products: $7.50/employee/month**
Dental	Benefit Advisor Fees	**For DPPO Products: $1.00/employee/month**
	MEDICAL/DENTAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE	
Product	**Description**	**Charge**
Medical	OAP Access Fee (All Plans)	**$24.30/employee/month**
Dental	DPPO Access Fee	**$0.70/employee/month**
	MULTI-YEAR CHARGE/FEE GUARANTEES	
	The maximum increase for the Medical and Dental Administration Charge(s) and Network Access Fee(s) for the 2024 Plan Year will be 0.00% over the 2023 Plan Year charges/fees. The maximum increase for the Medical and Dental Administration Charge(s) and Network Access Fee(s) for the 2025 Plan Year will be 0.00% over the 2024 Plan Year charges/fees. The maximum increase for the Medical and Dental Administration Charge(s) and Network Access Fee(s) for the 2026 Plan Year will be 2.00% over the 2025 Plan Year charges/fees.	

	The maximum increase for the Medical and Dental Administration Charge(s) and Network Access Fee(s) for the 2027 Plan Year will be 2.00% over the 2026 Plan Year charges/fees. The above fee guarantees are not applicable to Pharmacy Administration Fee. The above charges/fees are guaranteed for the time periods identified above, provided, however, that CHLIC may revise the above charges/fees pursuant to Section 8 of this Agreement.	

AMOUNTS OWED TO CHLIC

CHLIC may pay amounts with its own funds on behalf of Employer or the Plan for charges which Employer or the Plan is obligated to pay under the Agreement including Plan Benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments and those amounts paid by CHLIC shall be the Employer's financial responsibility. CHLIC is authorized to recover all such amounts from the Bank Account.

CIGNA PHARMACY BENEFIT MANAGEMENT SERVICES CHARGES AND RELATED PROVISIONS

PHARMACY ADMINISTRATION FEE

Cigna Pharmacy Product Administration Fee, only if applicable, is separate from the Medical Administration Charge shown above, but included on same billing line as the Medical Administration Charge for billing purposes only.

FINANCIAL GUARANTEES FOR DRUGS COVERED UNDER THE PLAN'S PHARMACY BENEFIT

Covered Drugs Dispensed by Cigna Home Delivery Pharmacy: CHLIC will guarantee the following charges for Covered Drugs dispensed by Cigna Home Delivery Pharmacy, subject to the provisions in the section titled "PBM Pricing – Additional Provisions":

Brand Drug Claims: For all Cigna Home Delivery Pharmacy Brand Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 24.50%.

Generic Drug Claims: For all Cigna Home Delivery Pharmacy Generic Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 84.00%.

Dispensing Fees for Drug Claims: For all Cigna Home Delivery Pharmacy Brand Drug Claims and Generic Drug Claims the Employer's guaranteed annual average Dispensing Fee will be $0.00.

Covered Drugs Dispensed by Retail Pharmacies in 30-day* supplies: CHLIC will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 30-day supplies, subject to the provisions in the section titled "PBM Pricing – Additional Provisions": ***A 30-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount less than an 83-day supply**.
Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 18.75%. **Generic Drug Claims:** For all Retail Pharmacy Generic Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 81.00%. **Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims:** For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Employer's guaranteed annual average Dispensing Fee will be $0.75.
Covered Drugs Dispensed by Retail Pharmacies in 90-day supplies:** CHLIC will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 90-day supplies, subject to the provisions in the section titled "PBM Pricing - Additional Provisions": ****A 90-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount equal to or greater than an 83-day supply**.
Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 24.50%. **Generic Drug Claims:** For all Retail Pharmacy Generic Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 84.00%. **Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims:** For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Employer's guaranteed annual average Dispensing Fee will be $0.00.
AGGREGATE SPECIALTY DRUG DISCOUNT
CHLIC shall guarantee an aggregate annual average discount of AWP minus 18.25% for covered Specialty Drug prescriptions dispensed by Retail Pharmacies and Cigna Home Delivery Pharmacy. CHLIC's performance will be measured based on analysis of Plan-specific utilization for the contract year.
RECONCILIATION OF PHARMACY BENEFIT MANAGEMENT FINANCIAL GUARANTEES
Pricing Guarantee Calculation. The following calculation will be performed on an aggregated basis for all paid Claims for Covered Drugs processed during the applicable contract year in order to reconcile against the average annual ingredient cost discount guarantees set forth above:

1 – [(the total ingredient cost charged to the Employer prior to application of the Plan's Member cost-share requirements)/ (the total AWP) for all Covered Drugs]

For the purposes of the pricing guarantee calculation, and notwithstanding anything herein to the contrary, the total ingredient cost shall also include the ingredient cost for a Covered Drug for which a Member pays 100% in the form of cost-share. The application of brand and generic pricing may be subject to certain "dispensed as written" ("DAW") protocols and Employer defined plan design and coverage policies for adjudication and Member Copayment purposes. For example, DAW 5 (House Generic) claims will be considered a Generic Drug claim for pricing purposes.

Pricing Guarantee Exclusions. The following Claims or products shall be excluded from the calculation of any pricing guarantee set forth in this Agreement:

- Specialty Drugs, unless otherwise noted in this Schedule of Financial Charges.
- Workers' Compensation Claims.
- Claims for Supplies.
- Non-standard facility Claims (Indian Tribal, Veterans Administration, or Dep. of Defense facilities).
- Limited Distribution Drugs and Exclusive Distribution Drugs.
- Subrogation Claims.
- Repackaged products.
- Products filled through Pharmacies not participating in the network accessed by Employer under this Agreement (including a contracted pharmacy that does not participate in a sub-network or preferred network tier).
- Over-the-counter (OTC) products.
- Secondary Payer Claims.
- Direct Member Reimbursement Claims.
- Compound Drugs.
- Claim reversals.
- Outlier Claims.
- Products identified as prescriptions covered under the federal 340B drug pricing program.
- Claims for Covered Drugs paid at the Retail Pharmacy's U&C Charge shall be included in the calculation of any Retail Pharmacy pricing guarantee set forth in this Agreement.

RECONCILIATION AND OFFSETS REGARDING FINANCIAL GUARANTEES

CHLIC will report on the guaranteed amounts within one-hundred eighty (180) days following the end of each contract year. Upon reconciliation, CHLIC's performance with respect to each ingredient cost discount or Dispensing Fee guarantee offered under this Agreement will be individually measured and then reconciled in the aggregate across all ingredient cost discount or Dispensing Fee guarantees.

PBM PRICING – ADDITIONAL PROVISIONS
• The amount paid by CHLIC to the Retail Pharmacy for Claims for Covered Drugs may or may not be equal to the amount charged to Employer and/or Member, and CHLIC will absorb or retain any difference. • For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, and after application of any Plan cost-share requirements, CHLIC shall charge the Employer the lowest of the following amounts: (1) The Prescription Drug Charge; or (2) The pharmacy's submitted U&C Charge, if any. • For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, CHLIC shall charge the Member in accordance with the terms of the Pharmacy Benefit. For example, for a Covered Drug subject to a fixed dollar copayment requirement, CHLIC shall charge the Member the lowest of the following amounts: (1) The fixed dollar copayment for the Covered Drug, if any; (2) The Prescription Drug Charge; and (3) The pharmacy's submitted U&C Charge, if any. • Home Delivery Pharmacy Dispensing Fees and Dispensing Fee Guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Home Delivery Pharmacy Dispensing Fee and Home Delivery Pharmacy Dispensing Fee Guarantee will be increased to reflect such increase(s). • Unless specifically noted herein, the discounts to Employer for Covered Drugs set forth in this Agreement are not guaranteed to result in an average aggregate discount off the aggregate AWP of all such Covered Drugs. • Any pricing guarantees, including any ingredient cost discount or Dispensing Fee guarantee, set forth in this Agreement shall be rendered null and void in the event Employer terminates CHLIC's administration of the Pharmacy Benefit prior to completion of the then-current Plan Year. CHLIC's fees, Rebates (if any), discounts or guarantees (if any) are, among other conditions communicated in this Agreement or otherwise in writing to Employer, contingent on, and assume, adoption by Employer of a specific Formulary, Retail Pharmacy network, and Plan design features (e.g. cost-share structure, utilization/cost management programs). • Notwithstanding any other provision of this Agreement, CHLIC may, effective upon written notice to Employer, adjust any or all of the

fees, Rebates (if any), discounts or guarantees (if any) in this Agreement to the extent reasonably necessary to preserve the economic value of this Agreement to CHLIC as it existed immediately prior to any of the following events or changes: (a) there are any significant changes in the composition of the CHLIC pharmacy network utilized by Employer hereunder or in such pharmacy network's contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CHLIC, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or there is a change in or to the pharmacy network reflected in the pharmacy pricing summary; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with, or for the benefit of, CHLIC are terminated or modified in whole or in part; or (d) there is any legal action or law that materially affects, or could materially affect the manner in which CHLIC's rebate program is administered or an existing law is interpreted so as to materially affect or potentially have a material effect, on CHLIC's administration of the Plan; (e) a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in the market, an issue involving the safety of the drug supply, an unexpected introduction of a new drug (e.g. authorized generic), or similar market event occurs; (f) the Pharmacy Benefit enrollment decreases by equal to or greater than ten (10)% from the enrollment on which CHLIC's financial offer is based; or (g) Employer fails to disclose a material feature of the Plan or the Plan's Pharmacy Benefit or there is a change to the Plan's Pharmacy Benefit including but not limited to the Formulary, benefit designs, OTC plans, clinical or trend programs or otherwise that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee.

DRUG MANUFACTURER-PAYMENT SHARING

Subject to the caveats below, CHLIC will remit to Employer the following portion of Rebates and Manufacturer Administrative Fees that CHLIC collects with respect to utilization of Covered Drugs under the Plan's Pharmacy Benefit:

For All Products:

The greater of: 100.00% of Rebates and Manufacturer Administrative Fees on such utilization dispensed in the full calendar year immediately preceding CHLIC's remittance, or the sum of $261.93 multiplied by the number of Retail Pharmacy Brand Drug Claims dispensed in 30-day* supplies plus $802.74 multiplied by the number of Retail Pharmacy Brand Drug Claims dispensed in 90-day* supplies plus $1,379.17 multiplied by the number of Cigna Home Delivery Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) plus $1,976.64 multiplied by the number of Cigna Home Delivery Pharmacy Specialty Brand Drug Claims processed in such full calendar year.

Caveats:

(1) CHLIC or its agents contract with drug manufacturers on CHLIC's own behalf, and not as agent of the Employer or the Plan. Rebates are paid based on the contractual terms set forth in this Agreement.

(2) Should Employer terminate this Agreement before completion of the then-current Plan Year, no Rebates shall be due and owing with respect to that Plan Year, and any Rebate minimum or fixed dollar guarantees shall be null and void, as the payment of Rebates is conditioned on CHLIC exclusively administering the Pharmacy Benefits for the entire Plan Year.

(3) For percentage-based sharing arrangements, Rebate payout amounts may differ slightly from the stated percentage when payout occurs before manufacturers' final reconciliations and payments are made to CHLIC. For purposes of clarity, CHLIC shall reconcile its performance with respect to any Rebate payment guarantees, including, without limitation, any minimum or fixed dollar guarantees, in the aggregate. Moreover, any amount directly or indirectly provided by a manufacturer or other third party that is allocated to reduce and/or wholly or partially satisfy a Member's cost-sharing obligation for a Covered Drug shall not be considered a "Rebate" for the purposes of Rebate payments to Employer but may be included when reconciling CHLIC's performance against any Rebate minimum guarantee set forth in this Agreement.

(4) For percentage-based sharing arrangements, the percentage share payment of Rebates shall not include the payment of any Rebates received, if any, for Run-Out Claims, 340b Claims, Medical Specialty Claims, Direct Member Reimbursement Claims, Reversed Claims, and Compound Claims.

(5) CHLIC may use Rebates otherwise payable to Employer to offset payable Bank Account Payments or other payable fees or charges identified in this Agreement.

(6) The Rebate payment commitments, including any minimum or fixed dollar guarantees, if any, set forth in this Schedule of Financial Charges are, among any other conditions communicated in this Agreement or otherwise in writing to Employer, contingent on the availability of Rebates to CHLIC and Employer's Pharmacy Benefit applying a 90-day supply limit for Specialty Drugs. and standard days' supply limits. In the event that Employer has adopted, or adopts, a 30-day supply limit for Specialty Drugs, or participates in the Clinical Day Supply Program, CHLIC may revise on an equitable basis the stated Rebate minimum or fixed dollar guarantees, if any, to the extent necessary to reflect CHLIC's revised estimate of Rebates it may collect on a plan design having adopted a days' supply limit for Specialty Drug of less than 90 days or the Clinical Day Supply Program.

Timing of Rebate Pay-Out: Remittance will be provided within ninety (90) days after the close of each applicable calendar quarter for the portion of such calendar quarter that coincides with the Plan Year.

REBATE PAYMENT EXCLUSIONS

The Rebate Guarantee payment obligations set forth in this Schedule of Financial Chargess shall exclude the following types of claims and/or products:

- Claims paid pursuant to a Dispense as Written (DAW) 5 code.
- Direct Member Reimbursement Claims.
- Repackaged products.

- Pharmaceutical supplies.
- Biosimilar Claims.
- Multi-source Brand Drugs.
- Limited Distribution Drugs and Exclusive Distribution Drugs.
- Vaccines.
- Compound Drugs.
- Claim reversals.
- Products identified as prescriptions covered under the federal 340B drug pricing program. Employer shall be solely responsible for ensuring that any pharmacy affiliated with or operated by Employer or its affiliate, such as an in-house pharmacy, systematically identifies 340B prescriptions on Claim transactions administered by CHLIC. If such pharmacy fails to systematically identify 340B prescriptions on Claim transactions submitted to CHLIC, then CHLIC may withhold all Rebates, or modify any minimum or fixed dollar Rebate guarantee, otherwise attributable to utilization at such pharmacy.
- Run-Out Claims.
- Non-Formulary Drug Claims.

Rebate guarantee reconciliation calculations will not include member-submitted coupon copay assistance.

PHARMACY VACCINE PROGRAM

Notwithstanding anything to the contrary in this Agreement or otherwise, the following terms and conditions shall apply to the administration of vaccines by CHLIC under the Cigna Pharmacy Program.

Vaccine Claims will adjudicate at the lower of the U&C Charge or the amounts shown in the Vaccine Pricing Schedule below. For Vaccine Claims, the U&C Charge shall be the retail price charged by an in-network participating retail pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to CHLIC by the in-network participating pharmacy.

"Vaccine Claim" means a claim for a Covered Drug which is a vaccine.

Notwithstanding anything to the contrary in this Agreement or otherwise, all Vaccine Claims shall be excluded from the calculation, measurement, and payment of any and all financial guarantees, including but not limited to rebate guarantees, ingredient cost guarantees, and dispensing fee guarantees set forth in this Agreement.

CHLIC reserves the right to revise and modify the Vaccine Pricing Schedule below, including but not limited to revising or adding an additional Pharmacy Vaccine Administration Fee or Vaccine Program Fee, based on changing market dynamics, the entrant of new vaccines, or changes in

law or interpretation of law.

Vaccine Pricing Schedule

* To the extent, if any, Employer's Schedule of Financial Charges includes a Pharmacy Administrative Fee charged on a per prescription basis, then such fee shall apply for Vaccine Claims.

	Retail Pharmacy INFLUENZA	Retail Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims
Pharmacy Vaccine Administration Fee	Pass-Through (Capped at $15 per in-network Vaccine Claim)	Pass-Through (capped at $20 per in-network Vaccine Claim)	Submitted amount
Ingredient Cost	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Submitted amount
Dispensing Fee	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Submitted amount
Vaccine Program Fee	$2.50 per vaccine claim		N/A

CIGNA HOME DELIVERY PHARMACY DISCLOSURE

	Product	Charge
Cigna Home Delivery Pharmacy (a CHLIC affiliated company(ies))	Specialty drugs dispensed by Cigna Home Delivery Pharmacy and administered under the Plan's medical benefit. "Cigna Home Delivery Pharmacy" means a duly licensed pharmacy operated by CHLIC or its affiliates, where prescriptions are filled and delivered via the mail service. Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors. Cigna Home Delivery Pharmacy contract for these arrangements on its own account in support of its pharmacy operations. These arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CHLIC offers to entities like Employer that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the administrative fees	**The drug's charge under a national specialty drug discount schedule that generates a 19.00% annual average aggregate discount off AWP across specialty drug claims dispensed at Cigna Home Delivery Pharmacy to CHLIC's self-funded and insured group-client book of business.**

	or other charges paid to CHLIC in connection with CHLIC's services hereunder. This provision shall survive termination or expiration of the Agreement.	
FEES FOR PROCESSING RUN-OUT CLAIMS		
OAP and DPPO	Run-Out Period of twelve (12) months	**No Additional Cost**
Pharmacy	Run-Out Period of three (3) months for all pharmacy claims	**No Additional Cost**

CHLIC MEDICAL COST CONTAINMENT FEES

CHLIC administers the programs listed below to contain costs with respect to charges for health care service/supplies that are covered by the Plan (the "Cost Containment Programs"). In administering these Cost Containment Programs, CHLIC may contract with vendors to perform various tasks related to the Cost Containment Programs. These Cost Containment Programs include services that are performed on claims that are subject to the federal No Surprises Act and are not otherwise subject to state law ("NSA Services").
CHLIC's charge for administering a Cost Containment Program is the applicable percentage indicated in the table below of the:

1) "gross savings" (i.e., the difference between the charge the provider made and the allowable amount resulting from the Cost-Containment Program);

2) "net savings" (i.e., the gross savings less the applicable vendor charge); or

3) "gross recovery" (i.e., the amount recovered as a result of the Cost-Containment Program).

CHLIC will make a per claim charge to the Bank Account that includes both CHLIC's applicable Cost Containment Program charge, as shown in the Sections A through C of the table below, and the applicable vendor charge. CHLIC will pay the vendor its charge.

For charges for covered services received from a non-Participating Provider (including NSA Services and emergency/urgent care services that are covered at the in-network benefit level), CHLIC may apply discounts available under agreements with third parties or through negotiation of the non-Participating Provider's charges whether on a claim-by-claim basis or in advance of services being rendered ("Discounts"). The programs for obtaining the Discounts are identified in Section A and Section B of the table below.

CHLIC's per claim charge for administering the programs listed in Section A and Section B of the table below plus any per claim vendor charges associated with those programs shall not exceed $30,000.00 per claim. Vendor charges for the programs listed in Section A and Section B of the table generally range from 5-11% of gross savings. Specific rates charged by vendors for the programs in Section A and Section B of the table are available upon request, subject to execution of a mutually agreed upon non-disclosure agreement to protect the proprietary vendor information from unauthorized use/disclosure. The administration of charges for covered services from non-Participating Providers described above and in

Section A and Section B of the table below is consistent with the claim administration practices with respect to CHLIC's own health care insurance business, unless state law requires otherwise.

A. Cost Containment for Services/Supplies that are not NSA Services

For services/supplies that are not NSA Services, applying the Discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying the Discounts may avoid balance billing and substantially reduce the patient's out-of-pocket cost.

If no Discount is available or negotiated, reimbursement will be based upon:

(i) If charges are not subject to CHLIC's benefit enhancement policy – the plan's maximum reimbursable charge (in which case the patient may be balance billed by the non-Participating Provider if the provider's charge exceeds the plan's maximum reimbursable charge); or

(ii) If charges are subject to CHLIC's benefit enhancement policy – depending upon the Employer's election:

a. the amount of the non-Participating Provider's billed charge not exceeding the greater of a CHLIC determined percentage of the Medicare allowable amount (the 80th percentile of the reasonable and customary charge if there is no Medicare allowable charge) or the amount required by state or federal law (in some instances, the patient may be balance billed by the non-Participating Provider if the provider's charge exceeds such amount), or

b. the provider's billed charge.

Non-Participating Provider Cost Containment Programs for Services/Supplies that are not NSA Services		
1.	Network Savings Program	**29% of net savings**
2.	Supplemental Network	**29% of net savings**
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**Lesser of 5% of hospital bill or the gross savings achieved**

	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**29% of net savings**
	Physician/Professional Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**29% of net savings**
4.	For employers that are subject to state laws providing protections from surprise bills: Payment based on amounts other than Network Savings Program, Supplemental Network, and Medical Bill Review. These payments include amounts determined through negotiation or independent dispute resolution under state law. (The charges indicated in the column to the right include the fees charged by government departments or agencies for administering the independent dispute resolution process and the fees charged by entities conducting independent dispute resolution.)	**29% of net savings**

B. Cost Containment for NSA Services

For NSA Services, CHLIC will issue initial payments at amounts determined by CHLIC or its vendors ("Initial Allowed Amount"). The Initial Allowed Amount may be based on Discounts and may be higher than, equal to, or lower than the qualifying payment amount, as calculated by CHLIC ("QPA"). Patient cost-share will be based on the lower of the QPA, the non-Participating Provider's billed charges, the amount determined by CHLIC to be required by state law (if applicable), or the Initial Allowed Amount. Patient cost-share will not increase as a result of negotiations or independent dispute resolution determinations under the No Surprises Act. If additional payment above the Initial Allowed Amount is owed as a result of negotiations or independent dispute resolution under the No Surprises Act, CHLIC, as agent for the Employer, shall make Bank Account Payments from the Bank Account in the amount of such additional payment.

Non-Participating Provider Cost Containment Programs for NSA Services		
1.	Network Savings Program	**29% of net savings**
2.	Supplemental Network	**29% of net savings**
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	

	Inpatient Hospital Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**Lesser of 5% of hospital bill or the gross savings achieved**
	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**29% of net savings**
	Physician/Professional Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**29% of net savings**
4.	Payment based on amounts other than Network Savings Program, Supplemental Network, and Medical Bill Review. These payments include amounts determined through negotiation or independent dispute resolution under the No Surprises Act. (The charges indicated in the column to the right include the fees charged by government departments or agencies for administering the independent dispute resolution process and the fees charged by entities conducting independent dispute resolution.)	**29% of net savings**
C. Other Cost Containment Programs		
1.	Clinical Complex Claim Review – (Pre- or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	• Bill Audit	**29% of the gross savings/gross recovery achieved plus hospital fees or expenses passed through**
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment	**29% of gross**

	audit and recovery program in which CHLIC or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	**savings/gross recovery plus any fees or expenses passed through by the hospital or regulatory agency**
	• Medical Implant Device Audits	**29% of the gross savings/gross recovery**
2.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	**29% of the gross recovery**
3.	Secondary Vendor Recovery Program	**29% of the gross recovery**
4.	Provider Credit Balance Recovery Program	**29% of the gross recovery**
5.	High Cost Specialty Pharmaceutical Audits (this service is only provided with respect to Medical coverage)	**29% of the gross recovery**
6.	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	**29% of the gross recovery**
7.	Class Action Recoveries	**35% of the gross recovery**
8.	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage.)	**5% of the gross recovery plus litigation costs if counsel is retained and an appearance is filed on behalf of CHLIC or Employer in any litigation, or a lawsuit is filed on their behalf;** **29% of the gross recovery if no counsel is retained and in all**

		other instances, including cases where state law requires that employee benefit plans be named as party defendants or involuntary plaintiffs.
CHLIC PHARMACY COST CONTAINMENT FEES		
CHLIC administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CHLIC contracts with vendors to perform program related services. CHLIC's charge for administering these programs is the percentage (indicated below) of the "recovery" (i.e. the amount recovered) as applicable.		
1.	Pharmacy Vendor Recoveries. CHLIC performs periodic audits of contracted pharmacies in order to determine the accuracy of payments to the pharmacy(ies). CHLIC's recovery vendor collects and remits to CHLIC all overpayments to pharmacy(ies), and CHLIC remits to the Bank Account the balance collected from the recovery vendor, less the recovery fee set forth herein.	**30.00% of recovery**
2.	Class Action Recoveries. CHLIC identifies, monitors and may (but is not required to) participate, on behalf of Employer, in class action lawsuits or similar legal proceedings against pharmaceutical manufacturers, including, without limitation, lawsuits alleging legal or equitable claims like fraud, anti-trust violations, or unfair trade practices by a manufacturer. As part of this authority, CHLIC may participate in a settlement, exclude Employer from a settlement and/or otherwise represent Employer's interests outside the settlement. CHLIC collects and retains as a recovery fee set forth herein of any recovery (net of attorneys' fees) attributable to Employer's Plan.	**35.00% of recovery**
CHLIC DENTAL COST CONTAINMENT FEES		
Dental Cost Containment	CHLIC administers the following program to contain costs with respect to charges for dental services that are covered by the Plan. Applies to 2nd tier of participating DPPO network providers and includes: • Access to an additional network of DPPO dentists who provide care at a discounted rate. Lower out-of-pocket expenses for Members and additional claim savings for Employer when receiving covered services from these DPPO dentists.	**25% of gross savings**

	• CHLIC retains the percentage identified herein of Employer and/or Member gross savings for access and to cover the 2nd tier network administrative cost. • CHLIC calculates the percentage identified herein as fees charged on a pay-as-you save basis. If there is no savings, there is no fee charged to Employer. Gross savings are calculated by taking what the dental professional would have charged if not participating in the network minus the dentist's contracted fee. The dental cost containment fee is charged to Employer via the appropriate Electronic Funds Transfer (EFT) cycle as a percent of the savings assessed weekly against the Bank Account and would appear on Bank Account activity report(s) as Vendor Fee Reimbursement.	
EMBARC BENEFIT PROTECTION® A NETWORK SOLUTION FOR CERTAIN HIGH-COST GENE THERAPY DRUGS		
Embarc Benefit Protection	To provide financial protection from the high cost, CHLIC has contracted with an affiliate, eviCore ("eviCore" refers to eviCore healthcare MSI, LLC d/b/a/ eviCore healthcare and certain of its affiliates), to arrange for the provision of the following gene therapy drugs for Members when both drugs are covered by the Plan administered by CHLIC, and medically necessary (as determined by CHLIC) to treat the conditions indicated: i. Luxturna® to treat inherited form of progressive blindness ii. Zolgensma® to treat children under 2 years old with spinal muscular dystrophy Additional drugs are continually being evaluated and may be added to the network solution after FDA approval. The complete list of included drugs can be found at Cigna.com. (Luxturna is the registered trademark of Spark Therapeutics, Inc. and Zolgensma is the registered trademark of Novartis, Inc.) As a result of this network contracting arrangement, eviCore is in most cases the exclusive, in-network Participating Provider of these drugs. eviCore arranges for the provision of these drugs through its network of specialty pharmacies (including its affiliate, Accredo), and certain facilities authorized to administer the gene therapies by the drug manufacturers. eviCore will reimburse these specialty pharmacies and facilities at negotiated	**$0.99 per Member/per month.** If, across eviCore's entire Embarc Benefit Protection book of business (Cigna and non-Cigna clients), eviCore's cost for the two (2) drugs provided in a given calendar year is lower than a predetermined percentage of the PMPM charges received, eviCore will refund the difference pro rata, after having fully recovered the outstanding balance created by any prior year deficits. The refund, in any, will be determined

	reimbursement rates. This network solution is called Embarc Benefit Protection. For arranging for the provision of these drugs, eviCore will be reimbursed by CHLIC on a fixed Per Member Per Month (PMPM) basis. eviCore's PMPM fee (which is subject to change) will be charged to the Bank Account one month in arrears. (e.g., eviCore's charges for January will be made in February.) These Bank Account Payments will appear in Employer's monthly reporting. Embarc Benefit Protection does not provide financial protection from the cost of administering the two drugs. These costs are small in comparison to the drug costs. When covered under the Plan and determined by CHLIC to be medically necessary for the treatment of the specified conditions, Members will not incur any out-of-pocket costs for the two drugs and the Plan will not be required to reimburse any expenses for the two drugs with two exceptions: <u>Exceptions</u>: 1. For Members born before the date that Embarc Benefit Protection is effective for the Plan and receiving Zolgensma,® the Plan's in-network reimbursement and the Member's in-network cost-sharing apply to either (as applicable): • eviCore's fee-for-service charge for Zolgensma® when provided through Accredo: Average Wholesale Price (AWP) minus 15.8% AWP (based on Medispan) = $2,550,000, or • the reimbursement rate of the participating facility or specialty pharmacy. 2. Members with an HSA must have met the applicable minimum deductible required for a high deductible health plan. **eviCore's Embarc Benefit Protection and PMPM charge do not apply to a plan that:** i. does not cover either or both drugs; ii. covers both drugs exclusively under its pharmacy benefits which are not administered by CHLIC, or	on an eviCore Embarc benefit Protection book-of-business basis. The refund will be provided by March 31st of the following year. Assuring Transparency: After the refund is made for a particular calendar year, eviCore will, upon request, provide Embarc Benefit Protection book-of-business information for that calendar year.

	iii. does not utilize an eviCore participating provider. Upon Employer's request on or after the Effective Date, CHLIC shall provide to Employer an updated drug list, if applicable. CHLIC may revise charges/fees by giving Employer at least thirty (30) days' prior written notice.	
CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES		
	CHLIC arranges for third parties to provide care management services to: (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CHLIC, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care. Charges for these services will be processed through the Bank Account.	**Specific vendor fees and care management program services are available upon request.**
	Medical Management (inclusive of Medical Necessity Review) of Chiropractic services.	**National Average is $0.16 PMPM; rates vary by market and are available upon request.**
	Care coordination of in-home hospital level care (acute and post-acute Plan Benefits) provided by Participating Providers. The per episode charge is subject to adjustment based on vendor achieving or not achieving total cost of care savings, upon post-episode reconciliation. Vendor's fee is distinct from payment for Plan Benefits.	**Per episode charge may vary by market. Vendor, program information, and agreed upon rates available upon request.**
	In addition to such third parties, CHLIC has arranged for an affiliate, eviCore, to provide the following care management/cost-containment programs:	
	Pre-certification of coverage of radiation therapy services.	**$912.00 per episode of care (EOC)**

	Pre-certification of coverage of diagnostic cardiology services. *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).*	**$0.19 PMPM**
	Pre-certification of coverage of medical oncology services.	**$1,050.00 per episode of care (EOC)**
	Pre-certification of coverage of musculoskeletal therapy services. *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).*	**$0.40 PMPM**
	Services related to the coverage of high tech radiology which may include pre-certification. In certain instances, the Plan will pay eviCore a fee on a per member/per month basis for pre-certification, arranging care, and other services that eviCore may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which eviCore arranged for the provision of the service or supply, which will be based on eviCore's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that eviCore contracted to pay the provider for the provision of the service or supply. *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and a charge is not applicable to that membership).* eviCore may also charge for services related to the provision of high tech radiology as described below in "Other Vendors and Health Care Services Providers."	**Fee reimbursement method and rates may vary by market and are available upon request**.
	Pre-certification of coverage of gastroenterology services. *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).*	**$0.09 PMPM**
	Pre-certification of coverage for appropriate setting of care/service for high tech radiology services *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that*	**No more than $0.20 PMPM. Billing method may vary by market and is available upon**

	membership).	**request.**
	Pre-certification of coverage for appropriate setting of care/service for certain medical oncology drugs (redirection may be to Accredo, a CHLIC affiliate).	**30.00% of shared savings (where savings is derived from the difference between drug dose cost at higher cost provider initially requested and drug dose cost at lower cost provider). Fee shall not exceed $5,000.00 per dose for a maximum of three doses resulting in a maximum total of $15,000.00. Note: CHLIC may retain a portion of the shared savings fee before reimbursing eviCore.**
	Pre-certification of coverage of sleep management services. *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).*	**$0.11 PMPM**
	Network management and care coordination of coverage of home health, durable medical equipment and home infusion services.	**$0.31 PMPM**
	CHLIC may revise charges/fees by giving Employer at least sixty (60) days' prior written notice.	
EXTERNAL REVIEW AND CONSULTATIVE REVIEW FEES		
	When a Member elects an External Review (as that term is defined in the Patient Protection and Affordable Care Act (PPACA)) of a benefit determination by an independent third party, the cost of a specific third party review is dependent on the nature and complexity of	**$500-$1,500 Review**

	the issue on appeal. Third party review charges will be commensurate with the level of expertise necessary and the time required to complete the review.	
	STRATEGIC ALLIANCES	
	CHLIC contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge a network access fee, which is included in CHLIC's monthly charges, as a result of the application of their discounts. Additional details regarding specific charges will be provided upon request.	**All Medical Products**
	OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS	
	The fixed per person per period and/or fee-for-service charges that CHLIC has directly or indirectly negotiated with Participating Providers for in-network health care services and/or supplies will be charged to the Bank Account and will be used in calculating any applicable Member cost-sharing. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time. For certain types of specialty care, including, but not limited to, home health care, durable medical equipment, sleep management, high tech radiology, chiropractic care, acupuncture, physical medicine (such as physical and occupational therapy), speech therapy, orthotics and prosthetics, implants, and hearing, in certain markets CHLIC may contract with various third parties and/or affiliated companies, including eviCore, ("Specialty Vendors") to arrange for the provision of care through their own networks of health care providers on a fee-for-service basis. In addition to arranging for care through their own networks of providers, these Specialty Vendors may also provide additional services, including utilization management services and case management services designed to (i) improve adherence to coverage guidelines; and (ii) contain overall healthcare costs to the Plan. Specialty Vendors are included within the definition of "Participating Provider" set forth in this Agreement and in any benefit booklet covering the Plan. When care is arranged through a Specialty Vendor's network of providers, the form of reimbursement to the Specialty Vendor will be through one of the following methods: • Fee-For-Service Payment: In certain instances, the Plan will pay the Specialty Vendor rather than the treating provider on a fee-for-service basis as a claim for Plan Benefits.	**All Products**

	The Specialty Vendors' fee-for-service charges may be higher than the amounts that the Specialty Vendor contracts to pay the provider for the provision of any particular service or supply, and some portion of the Specialty Vendor's charges may be attributable to the services that the Specialty Vendor provides in addition to those services or supplies provided by the Specialty Vendor's network of providers, including any utilization management services and case management services. In such instances, Plan Benefits and member cost-share will be determined based on the Specialty Vendor's charges according to Plan terms. • Administration Capitation Payment: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis for arranging care and other services that the Specialty Vendor may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which the Specialty Vendor arranged for the provision of the service or supply, which will be based on the Specialty Vendor's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. • All-Inclusive Capitation Payment: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis that covers (i) the services that the Specialty Vendor may render, including arranging care, and (ii) the fees charged by the provider through which the Specialty Vendor arranged for the provision of the service or supply. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. CHLIC's arrangements with Specialty Vendors are subject to change at any time, and upon request, additional information can be provided that identifies current Specialty Vendors, their area of specialty(ies), whether they are CHLIC affiliates, and the form of payment that they currently receive.	
	Notwithstanding the terms of the Plan, CHLIC shall not administer Member cost-sharing with respect to charges made by Cricket Health, Inc. for its personalized, evidence-based approach to managing chronic kidney disease and end-stage renal disease for clinically eligible Members in CA and such cost-sharing expenses shall, instead, be reimbursed by the Plan (not applicable if Employer has opted out).	**All Products (excluding HSA Products)**

	NOTICE REGARDING PAYMENTS FROM THIRD PARTIES	
Rebate and Other Remuneration Disclosure (Pharmacy)	CHLIC or its affiliates may contract with pharmaceutical manufacturers or other third parties for Rebates, Manufacturer Administrative Fees, and other remuneration on its or their own behalf and for its and their own benefit, and not on behalf of Employer or the Plan. Accordingly, unless otherwise specified in this Schedule of Financial Charges, CHLIC and its affiliates retain all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, and other remuneration received from manufacturers or other third parties; neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CHLIC and its affiliates. As an example of the remuneration other than Rebates or Manufacturer Administrative Fees that CHLIC or its affiliates may earn, CHLIC or its affiliates may also directly or indirectly earn from pharmaceutical manufacturers remuneration in connection with value payments and/or services that CHLIC provides to Employer ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CHLIC or its affiliates are separate and apart from any Rebates or Manufacturer Administrative Fees that CHLIC or its affiliates directly or indirectly earn from pharmaceutical manufacturers, and CHLIC and its affiliates may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CHLIC may provide to Employer in connection with Value-Based Payments that CHLIC or its affiliates may earn, CHLIC may provide care management or related services to Employer and/or remit to Employer monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Employer may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Employer, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CHLIC to Employer are subject to change or termination by CHLIC as the value program(s), if any, offered by CHLIC change(s) or terminate(s). Information on the projected aggregate amount of such Rebates with respect to the Plan Pharmacy Benefit will be provided upon request. This provision shall survive termination or expiration of the Agreement.	**All Pharmacy Products**

Rebate and Other Remuneration Disclosure (Medical)	CHLIC may directly or indirectly receive and retain payments under contracts with pharmaceutical manufacturers or third parties with respect to Members' utilization of the manufacturer's products covered under the Employer's Plan medical benefit. These payments may include rebates, service fees (e.g. administrative fees), or other remuneration. CHLIC directly or indirectly contracts with pharmaceutical manufacturers or other third parties for any remuneration on its own behalf, based on its book of business, and for its own benefit, and not on behalf of Employer or the Plan. Accordingly, CHLIC retains all right, title and interest to any and all such remuneration received from manufacturer; neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CHLIC. This provision shall survive termination or expiration of the Agreement.	**All Medical Products**
Implementation/Referral Fee Disclosure	From time to time, CHLIC, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties to help defray CHLIC's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services or network access provided to such parties by CHLIC. CHLIC may also receive compensation from third-party vendors that Employer may retain based upon a referral from CHLIC or that Members may utilize following an introduction facilitated by CHLIC or an affiliate. CHLIC may also receive: • network administration fees from some providers participating in its provider network, • credits from banks on balances in accounts utilized to administer claims, • non-material incidental compensation/benefits from other source as a result of administering the Plan.	**All Products**

COMPLIANCE ASSISTANCE		
	CHLIC shall provide the following services to assist Employer in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits and Coverage ("**SBC**"), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. CHLIC will not be responsible for any changes that Employer makes to the SBC.	**No charge**
2.	Provide SBC, translation notices prepared by CHLIC to Employer electronically as well as any updates or material modifications.	**No charge**
3.	Include in SBC a summary of benefits administered by carve-out vendor if Employer or carve-out vendor provides CHLIC with necessary carve-out benefit information at least twelve (12) weeks prior to the date the SBCs are to be delivered to Employer.	**$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC**
ADDITIONAL SERVICES		
Service	**Description**	**Charge**
Behavioral Health	Access to inpatient and outpatient behavioral health services and focused utilization review and case management for both inpatient and outpatient, in-network behavioral health services. When applicable, only to Members in CA/VI.	**For OAP Products: Included in Medical Access Fee**
Pharmacy Clinical Program(s)	**inMynd** - is a clinically-based Member and provider comprehensive behavioral health program that includes regular retrospective review of pharmacy and medical claim data to identify certain "at risk" (i.e., members with complex psychiatric conditions using multiple psychotropic medications) member utilization patterns to help both members and providers better recognize, treat and support mental and behavioral health conditions. **Narcotics Therapy Management** - is a clinically-based provider program that consists of a quarterly, retrospective review of pharmacy and medical claims data which helps to identify those individuals with utilization patterns that may be indicative of risk of substance abuse,	**Included at No Additional Cost**

	overdose, or diversion.	
Pharmacy Utilization Management Program	**Essential Package** - a utilization management program under which some pharmaceutical products are subject to one or several coverage limitations, including prior authorization, step therapy and/or quantity limits. Under a prior authorization requirement, the requested drug is generally reviewed for clinical appropriateness based on the intended use in therapy. Under a step therapy requirement, the Member generally must try one or more preferred products, or demonstrate why trying the preferred product(s) would be clinically inappropriate, in order to obtain coverage for the requested drug.	**Included in Pharmacy Administration Fee**
Clinical Program	A targeted condition medication therapy management program in which CHLIC provides support for Members using specialty medications for certain chronic conditions and that are obtained or administered at retail pharmacies or outpatient, office or home health care settings. As part of the program, Members are counseled on their condition, medication side effects, and importance of adherence. For the sake of clarity, if a specialty pharmacy affiliate of CHLIC provides therapy management for specialty medications the pharmacy dispenses to Members, then it does so in its capacity as a specialty pharmacy and not on behalf of CHLIC; CHLIC does not exert direction or control over the pharmacists at any specialty pharmacy affiliate.	**Included at No Additional Cost**
SafeGuardRx Program	A medication therapy management and cost containment program for select therapeutic conditions such as but not limited to oncology, inflammatory conditions, and multiple sclerosis and select drugs within therapeutic categories. This program seeks to help reduce drug therapy costs through its program offerings. For example, employers may qualify for the payment of discontinuation drug therapy credits and/or the reimbursement of drug therapy through drug cost caps, on select medications and therapeutic conditions. This program may also provide for Member outreach or counseling on select medications. CHLIC reserves the right to revise, modify, or terminate this program, in whole or in part, at any time. Additional and specific program information is available upon request.	**Included at No Additional Cost**
Your Health First	A proactive health education and improvement program for Members with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements. The program targets a chronic population at high risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety	**For OAP Products: Included in Medical Access Fee**

	of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials. The program includes the following components for those with a chronic condition: • Chronic condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching	
Motivate*Me*® Incentives Program	The Motivate*Me* incentive program allows employers to reward Members for taking steps to achieve health goals or make progress towards improving their health. Participating Members can earn rewards for active participation in CHLIC's health improvement programs and activities that focus on prevention, lifestyle and behavior modification and disease management. Participating Members track their incentive activity online and earn rewards as has been designated per the Employer's annual elections. Reward types include: HRA and Healthy Awards Account fund deposits, debit and/or gift cards, and Employer self-administered awards such as HSA fund deposits, healthcare premium adjustment and payroll deposit.	
	Value Package - includes administration of Employer selected CHLIC standard Incentives Program which provides Participating Members with Employer's pre-determined rewards. Activity to trigger incentives may include, but is not limited to, participation in the following available programs: Personal Health Analysis (CHLIC's health assessment), Social Health and Wellness, Wellness Screening (biometric), Online Health Coaching, Pre-Diabetes Digital Coaching, Self-Reported Activities, Steerage (Cigna Home Delivery, Cigna Care Designation, Cigna's Center of Excellence facility steerage), Health Coaching by Phone for chronic conditions, Case Management, Preventive Care (claim verified), and Employer specific programs.	**For OAP Products: Included in Medical Access Fee**
One Guide	The One Guide advocacy solution utilizes a multimodal approach to support members and	**For OAP Products:**

	help them successfully navigate the health care system. members are serviced by personal guides that include frontline service staff, as well as clinicians and non-clinician support staff from our medical, behavioral and pharmacy programs. In addition to connecting with personal guides via telephone, members can also interact with personal guides via the click-to-chat feature on myCigna.com (web and app), enabling members to engage with CHLIC and One Guide in the way in which they prefer. One Guide helps simplify and strengthen the connection between members, their benefit plan, and their overall health and well-being. Through personalized and relevant messaging, One Guide proactively engages members with clear ways to save money, stay healthy, and improve health outcomes that lead to a healthy lifestyle. One Guide offers: • education on health plan features, account balances and ways to maximize benefits and earn available incentives • guidance in finding the right doctor, lab, convenience care or pharmacy • immediate connection to health coaches and other resources The goal of One Guide is to help Members take care of what matters most- staying healthy, saving money, and improving health.	**Included in Medical Access Fee**
Transparency in Coverage and Consolidated Appropriations Act, 2021	CHLIC will make available an internet-based self-service tool for use by Members, as well as certain data in machine-readable file format on a public website, as required under the Transparency in Coverage rule. Members can access the cost estimator tool on myCigna.com. Updated machine-readable files can be found on Cigna.com and/or CignaForEmployers.com on a monthly basis. Pursuant to Consolidated Appropriations Act (CAA), Section 106, CHLIC will submit certain air ambulance claim information to the Department of Health and Human Services (HHS) in accordance with guidance issued by HHS. Subject to change based on government guidance for CAA Section 204, CHLIC will submit certain prescription drug and health care spending information to HHS through Plan Lists Files (P1-P3) and Data Files (D1-D8) (D1-D2 for employers without integrated pharmacy	**Included in Medical Administration Fee**

	product) aggregated at the Market Segment and State level, as outlined in guidance.	
Employer Fund(s)		
	CHLIC shall establish the following fund(s) to assist the Employer in defraying certain Plan-related expenses. If CHLIC performs a service to be reimbursed by the fund, the fund amount shall be credited during the following settlement. If an external vendor provides the service to be reimbursed by the fund, an invoice from the vendor is required prior to application of fund amounts by CHLIC. Any fund shall be extinguished upon notice of termination of the Agreement and any fund amount not used prior to the notice of termination of the Agreement shall only be available to Employer for the purpose of funding the cost of those reimbursable services provided prior to such notice of termination.	
Discretionary Fund	CHLIC shall make available to Employer the designated amount to be used by Employer for fee holiday, or utilize for programs, initiatives, or additional wellness subject to the following terms: Fund amount: $100,000.00 Fund amount: $50,000.00 in years 2024, 2025, 2026, and 2027 upon renewal. Fund effective date: January 1, 2023 Fund will remain in effect until: December 31, 2023 Unused funds cannot be rolled over and any funds not used by the end of the plan year will be forfeited.	**Included at No Additional Charge**
Health Improvement Fund		
Health Improvement Fund	For clinical/wellness/behavioral programs offered by CHLIC that are purchased, CHLIC will establish a Health Improvement Fund in the amount of $100,000.00. This fund will be used to defray the cost of CHLIC designated and arranged health and wellness improvement programs (e.g. biometric screenings, flu shots) for Employees of Employer and to reward participation in these programs. The Health Improvement Fund is a one-time credit to be used from January 1, 2023-December 31, 2023. Unused funds cannot be rolled over and CHLIC must pre-approve use	

	of the Health Improvement Fund. The Health Improvement Fund shall be extinguished upon notice of termination of the Agreement and any fund amount not used prior to the notice of termination of the Agreement shall only be available to Employer for the purpose of funding the cost of those reimbursable services provided prior to such notice of termination.	

Exhibit A - Plan Booklet

A "Plan Booklet" that describes the Plan Benefits and Members' rights and responsibilities under the Plan will be provided by Employer to CHLIC for its use in administering the Plan including denials and appeals of denials of claims for Plan Benefits. If Employer has not provided CHLIC with a copy of its finalized Plan Booklet by the time the Agreement is effective, CHLIC will administer the Plan in accordance with the Plan Benefits described in the Plan Booklet draft provided by CHLIC to Employer and Section 2 of the Agreement. CHLIC will continue to administer the Plan in this manner until CHLIC receives the finalized Plan Booklet and follows CHLIC's preparation and review process. After that time CHLIC will administer the Plan in accordance with Plan Benefits described in the finalized Plan Booklet and Section 2 of the Agreement.

Exhibit B – Services

BANKING AND ADMINISTRATION		
Excluding Health Savings Account		
	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	**All Products**
	If Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, CHLIC shall file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Employer's failure to provide any information required by CHLIC to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act or the failure of Employer to sufficiently fund the Bank Account. In addition, where permitted and agreed to by CHLIC, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by Employer and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by CHLIC. CHLIC's obligation to pay on behalf of Employer shall end immediately upon Employer's failure to sufficiently fund the Bank Account.	**All Medical, Dental and Pharmacy Products**
CLAIM ADMINISTRATION		
Excluding Health Savings Account		
	Calculate benefits, check and/or electronic payments disbursed from the Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	**All Products**
	CHLIC's generic claim forms are made available to Employer and eligible individuals.	**All Products**
	CHLIC's Special Investigations Unit will investigate, pend, recommend denial of claims in whole or in part, and/or reprocess claims, as appropriate.	**All Products**
	Discuss claims, when appropriate, with providers of health services.	**All Products**
	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random	**All Products**

	sample basis.	
	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 18 Report (or any applicable successor thereto).	**All Products**
	Respond to Insurance Department complaints.	**All Products**
	Designated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	**All Products**
	Member Explanation of Benefit ("**EOB**") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	**All Products (excluding Pharmacy)**
	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	**All Products**
Medical Only		
	CHLIC's generic enrollment form is made available to Employer and eligible individuals.	**All Medical Products**
	CHLIC's standard ID card with toll-free telephone number are prepared and delivered to Members.	**All Medical Products**
	Administration of subrogation/conditional Claim Payment (terms described in Exhibit E).	**All Medical Products**
Dental Only		
	CHLIC's generic enrollment form is made available to Employer and eligible individuals.	**All Dental Products**
	CHLIC's standard ID card is a generic card, prepared and delivered to Members.	**All Dental Products**
	Standard Dental predetermination of benefits for dental procedures on a voluntary basis.	**All Dental Products**
	When elected, the Cigna Oral Health Integration Program® (OHIP) includes the provision of administrative services necessary to provide eligible Members with certain health conditions enhanced dental benefits. The program covers the following conditions: Maternity, Diabetes, Cardiovascular Programs, cerebrovascular disease (stroke), chronic kidney disease, organ transplants and head/neck cancer radiation, and is aimed at improving overall health by encouraging Members to obtain needed dental treatment by providing enhanced benefits. As appropriate, OHIP may be expanded to include new procedures, conditions and programs in the future.	**All Dental Products**
PLAN BOOKLET		
	Prepare and make accessible Member benefit booklet drafts to Employer.	**All Products**

UNDERWRITING SERVICES		
	5500 Schedule C reporting.	**All Products**
	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	**All Products**
	CHLIC's standard Underwriting services: a) benefit design analysis b) projected cost analysis.	**All Products**
HIPAA INDIVIDUAL RIGHTS		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and its Exhibits.	**All Products**
COST CONTAINMENT		
	Maximum reimbursable charge determinations of non-Participating Provider charges for covered services.	**All Medical Products (with out-of-network benefits)**
	CHLIC's standard cost containment controls: Application of non-duplication and coordination of benefits rules and coordination with Medicare.	**All Medical Products**
	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	**All Medical and Dental Products**
	Review of medical bills in accordance with CHLIC's then current Medical Bill Review program.	**All Medical Products**
	Dental Cost Containment, as reflected in the Schedule of Financial Charges.	**All Dental Products**
	Pharmacy Cost Containment, as described in the Schedule of Financial Charges.	**All Pharmacy Products**
	Medical Cost Containment, as reflected in the Schedule of Financial Charges.	**All Medical Products**
	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	**All Medical and Dental Products**
REPORTING		
	Summary reports of medical, dental and pharmacy cost and utilization experience (where applicable), upon completion of internal report generation, are available through Cigna's web site, CignaforEmployers.com.	**All Medical, Dental and Pharmacy Products**
	CHLIC's standard pharmacy utilization reports.	**Pharmacy Product Only**
	Claim Reporting: CHLIC will provide standard banking and financial report information based	**All Medical and**

	upon paid claim data. CHLIC will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment.	**Pharmacy Products**
	Individual Stop Loss Reporting is an optional service provided at an additional fee to employers who have individual stop loss through another entity other than CHLIC. CHLIC will provide its standard Individual stop loss reporting package, which includes banking and financial information based upon paid claims data, only after the stop loss carrier and Employer have executed CHLIC's standard Hold Harmless/Confidentiality Agreement. Aggregate Stop Loss Reporting is not included as part of the standard reporting package and is not provided. CHLIC will not provide documentation and information, including but not limited to, incurred-but-not-paid claims, projected claims, pre-certifications of coverage, case management records and notes, course of treatment or prognosis, and internal audits. CHLIC does not allow stop loss carriers to audit CHLIC's claims administration under the medical benefit plan, however, the Employer's audit rights are set forth in the Agreement. For the sake of clarity, as it is possible that certain information, documentation, data and/or reports that are required by the stop loss carrier prior to reimbursement under Employer's stop loss policy will not be available for stop loss policy administration, Employer is responsible for verifying any such required information with its stop loss carrier.	**All Medical Products**
	MEMBER EXTERNAL REVIEW PROGRAM	
	CHLIC contracts with a minimum of three (3) independent review organizations that meet the Patient Protection and Affordable Care Act (PPACA) external review requirements. Members may appeal eligible claims requiring medical judgment to an external independent review organization which is selected by CHLIC on a random basis. If Employer has chosen not to participate in this program, the Employer may be responsible for making other arrangements to meet the Patient Protection and Affordable Care Act (PPACA) external review requirements.	**All Medical Products**
	MEDICAL MANAGEMENT SERVICES	
	CHLIC provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	**All Medical Products**
	Case Management, a service designed to provide assistance to a Member who is at risk of	**All Medical Products**

	developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	
	Assist providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	**All Medical Products**
	The Cigna HealthCare Healthy Babies Program is an educational program which provides Member with prenatal care education and resources to help them better manage their pregnancy. Other benefits of this program include the Health Information Line, high risk maternity and pregnancy information on myCigna.com.	**All Medical Products**
	HealthCare Cost and Quality tools available on myCigna.com and myCigna mobile app.	**All Medical Products**
	A panel of physicians and other clinicians to assess the safety and effectiveness of new and emerging medical technologies. The panel meets monthly to review and update coverage policies.	**All Medical Products**
	Health Information Line is a service that provides twenty-four (24) hour toll free access to nurses who provide convenient and confidential services. Health Information Line nurses can help guide Members in finding the right care, make informed decisions about symptom-based health issues the Member is experiencing when they call the Health Information Line and recommend appropriate settings for care. Health Information Line nurses can help inform and educate Members about a wide variety of health and medical information, including access to a library of English and Spanish podcasts.	**All Medical Products**
	Cigna LifeSOURCE Transplant Network® contracts with more than one hundred seventy (170) independent transplant facilities which includes over eight hundred (800) transplant programs and provides access to solid organ and bone marrow/stem cell transplantation while improving cost containment and reducing financial risk.	**All Medical Products**
	A health education program that delivers mailings to Members with certain conditions.	**All Medical Products**
	Behavioral health services are provided/arranged by a CHLIC affiliate (details available upon request), including utilization review and case management for both inpatient and outpatient, in-network behavioral health services.	**OAP Products:** **(All Members)**
	Implement a quality oversight process that includes monitoring of utilization management performance measurements and a continuous quality improvement process when warranted.	**All Medical Products**
	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	**All Medical Products Except Comprehensive and Indemnity**

	Focused utilization management of outpatient procedures and identification of appropriate alternatives. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	**All Medical Products with Care Management Preferred**
NETWORK MANAGEMENT SERVICES		
	CHLIC, and/or its affiliates or contracted vendors shall:	
	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others. In addition, CHLIC may contract with Participating Providers and other parties (for example Independent Practice Associations) for performance-based incentive payments to promote quality of care, patient safety and cost efficiency.	**All Medical and Pharmacy Products**
	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). In addition, CHLIC may contract with Participating Providers and other parties for performance-based incentive payments to promote quality of care, patient safety and cost efficiency;	**All Dental Products**
	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	**All Medical, Dental and Pharmacy Products**
	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	**All Medical, Dental and Pharmacy Products**
	Facilitate the identification of Participating Providers by Members; and	**All Medical, Dental and Pharmacy Products**
	Designated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	**All Medical, Dental and Pharmacy Products**
	Access to online and/or on demand medical and health-related consultations via secure telecommunications technologies, telephones and internet are permitted and may include MDLIVE, a CHLIC affiliate (see details on myCigna.com).	**All Medical Products**

BEHAVIORAL HEALTH		
	CHLIC has contracted with an affiliate (details available upon request) to provide or arrange for the provision of managed in-network behavioral health services, the affiliate is a Participating Provider, and is reimbursed primarily on a monthly fixed fee basis This fixed fee for behavioral health services will be paid as claims and will appear in Employer's monthly reporting and on financial documents. Such payments will be at the relevant monthly rates then in effect. The monthly rates paid to the affiliate vary depending on geographic location of Members and on benefit design, and may be subject to change. The rates will be made available upon request. The fixed fee also includes applicable lifestyle management programs . Behavioral claims from a client specific network are not included in the behavioral monthly fixed fee and will be paid from the Bank Account. In some states, payment for behavioral health services must be paid on a fee-for-service basis. In these states, fee-for-service payments for behavioral health services and the behavioral health administrative fee (including the applicable lifestyle management programs) will be paid from the Bank Account as claims and will appear in Employer's monthly reporting.	**These services are included in the following products:** **OAP Products**
CIGNA STAFF MODEL HEALTHPLAN SERVICES		
	The Cigna HealthCare of Arizona, Inc. staff model ("**Cigna Medical Group**" or "**CMG**") is a multispecialty participating provider group located in metropolitan Phoenix, Arizona. CMG's integrated care delivery model and population health management team work together to facilitate the way in which patients and doctors communicate and interact in order to increase patient satisfaction and improve health outcomes. Plan Participants may at some time receive treatment from a CMG facility or provider even if they do not reside in Arizona (as when traveling). Plan Participants utilizing Cigna participating provider networks in Arizona may access certain specialty and/or ancillary services (such as imaging and urgent care services) through the CMG system. For covered services provided to Participants, CMG is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached to the Schedule of Financial Charges herein. A complete copy of the rates is available on request under a mutually agreed nondisclosure agreement ("**NDA**"). If the Plan requires or allows Participants to select a primary care provider ("**PCP**"), Phoenix area Participants who do not select a PCP during open enrollment may be assigned to or otherwise encouraged to consider a CMG PCP. CMG has established collaborative referral relationships	**All Medical Products**

	with specialty and ancillary providers in Cigna's participating provider networks, which includes affiliated entities. CMG may also receive applicable performance-based incentive payments for its participation in programs designed to improve quality, patient safety and affordability. The incentive payments that CMG may receive will be determined using the same performance measures and reward formula as used in determining the incentive payments made to similarly situated non-Cigna affiliated provider entities. The amount of the incentive payments made to CMG and attributable to the plan will be provided upon request.	

CIGNA HEALTHCARE OF ARIZONA - CIGNA MEDICAL GROUP (CMG)
REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES

EFFECTIVE JANUARY 1, 2020
(Applicable to Open Access Plus Products)

Department	CPT Code*	Description	Rate
All Departments	99213	OFFICE VISIT,EST EXP PROB FOC	$73.81
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	$126.72
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	$106.46
Ophthalmology	66984	REMOVE CATARACT, INSERT LENS-Professional Fee only, at a facility	$641.43
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	$45.51
Radiology	71046	CHEST X-RAY, PA & LAT	$31.28
Radiology	77067 & 77063	SCREENING MAMMOGRAPHY DIGITAL	$189.64
General Surgery	47562	LAPAROSCOPY;CHOLECYSTECTOMY-Professional Fee only, at a facility	$666.13
Optometry	92014	EYE EXAM & TREATMENT	$126.12
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		$469.00
ASC Endoscopy Suite	Grouper 8		$1,104.00

** Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). CMG refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays CMG for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its other participating providers.*

The Urgent Care case rate excluding radiology and laboratory services is $135.

Exhibit C – Audit Agreement (Sample)

A. WHEREAS, Cigna Health and Life Insurance Company ("CHLIC") desires to cooperate with requests by_____(" Employer") to permit an audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CHLIC and Employer;

B. WHEREAS, _____("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by CHLIC; and

C. WHEREAS, the Auditor and the Employer recognize CHLIC's legitimate interests in maintaining the confidentiality of its information, protecting its business reputation, avoiding unnecessary disruption of its claim and customer service administration, and protecting itself from legal liability;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CHLIC, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

   The Auditor will specify to CHLIC in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

   a. the name, title and professional qualifications of individual Auditors;

   b. the Audit objectives;

   c. the scope of the Audit (time period, lines of coverage and number of claims/calls);

   d. the process by which the sample will be selected for audit;

   e. the records/information required by the Auditor for purposes of the Audit; and

   f. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

   CHLIC will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which are necessary to protect CHLIC's legal and business interests identified in paragraph C above.

3. Access to Information

   CHLIC will make the records/information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

4. Audit Report

   The Auditor will provide CHLIC with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to CHLIC at the same time that the Audit findings and the Audit Report are submitted to the Employer.

5. Comment on Audit Report

CHLIC reserves the right to provide the Auditor and the Employer with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that CHLIC is permitting the Auditor to review the records/information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

a. The Auditor shall not copy, print, photograph or otherwise duplicate or remove any of the Information without the express written consent of CHLIC;

b. The Auditor shall not record any virtual session that includes Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

c. The Auditor shall not take any screenshots during any virtual session.

7. Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from CHLIC during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of CHLIC executed by an officer of CHLIC, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless CHLIC for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 6 and 7 of this Agreement or from CHLIC's provision of information to the Auditor. The Employer authorizes CHLIC to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CHLIC may terminate this Agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this Agreement.

Cigna Health and Life Insurance Company

By:TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Employer:_____

By:TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Auditor:_____

By:TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Exhibit C1 – Clinical Audit Agreement (Sample)

A. WHEREAS, Cigna Health and Life Insurance Company ("CHLIC") desires to cooperate with a request by ("Employer") to permit a clinical audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CHLIC and Employer;

B. WHEREAS, _____("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of clinical services administered by CHLIC;

C. WHEREAS, in the course of conducting the Audit, Auditor will come into possession of certain confidential and proprietary information relating to individuals who are recipients of CHLIC's services, medical providers who provide health services, and trade secrets of CHLIC (the "Information"); and

D. WHEREAS, the Auditor and the Employer recognize CHLIC's legitimate interests in maintaining the confidentiality of its Information, protecting its business reputation, avoiding unnecessary disruption of its service administration, and protecting itself from legal liability;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CHLIC, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CHLIC in writing at least ninety (90) days prior to the commencement of the Audit the following "Audit Specifications":

a. the name, title and professional qualifications of individual Auditors;

b. the date(s), the length of time contemplated as necessary to complete the Audit, and clinical operations location, if any to be audited; or, if the Audit is to be performed virtually, the Internet Protocol (IP) address and physical location from the individual auditors will remotely access the records/information required for the purposes of the Audit;

c. the Audit period;

d. the Audit objectives;

e. the scope of the Audit (time period, diagnosis, enrollee participation in programs and number of claims/calls);

i. Standard number of cases/calls is as follows;

Number of Subscribers	# Cases	# Calls	# Days*
5,000 & under	10	3	1
>5,000 & < 25,000	15	4	1

>25,000 & < 75,000	20	5	1.5
>75,000	25	6	2

**Takes into consideration length of time to complete the standard # cases and calls based on an one (1) year lookback scope period.*

f. the process by which cases and calls will be selected for audit; and

g. the records/information required by the Auditor for purposes of the Audit.

2. Review of Specifications

CHLIC will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which are necessary to protect CHLIC's legal and business interests identified in paragraph D above. Any additional costs incurred by CHLIC to accommodate unusual audit specifications will be reimbursed as mutually agreed upon by the parties.

3. Access to Information

For onsite Audits, CHLIC will make the Information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

For virtual audits performed from a remote access point, CHLIC will make the Information called for in the Audit Specifications available to Auditor at a mutual acceptable time via connection to a secure service. Access is subject to CHLIC's verification that each individual auditor meets and complies with CHLIC's remote access standards and other security requirements.

4. Audit Report

The Auditor will provide CHLIC with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to CHLIC before the Audit findings and the Audit Report are submitted to the Employer to allow CHLIC the opportunity to review and respond to Audit findings and Report prior to Auditor sending finalized versions to Employer.

5. Comment on Audit Report

CHLIC reserves the right to provide the Auditor and the Employer with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that CHLIC is permitting the Auditor to review the Information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all Information will be kept confidential in accordance with all with all Applicable Laws, Privacy Addendum in Exhibit D, including but not limited to the HIPAA Privacy and Security Rules and 42 C.F.R. Part 2. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

a. The Auditor shall not copy, print, photograph or otherwise duplicate or remove any of the Information without the express written consent of CHLIC;

b. The Auditor shall not record any virtual session that includes Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

c. The Auditor shall not take any screenshots during any virtual session; and

d. The Auditor agrees that it's Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.

e. Notwithstanding anything to the contrary stated herein, it is understood and agreed by the parties that the Auditor may include and retain the statistical results of the Audit (performance measures expressed as percentages) in its comparative database for the purpose of comparing the results of the Audit with other audits performed by the Auditor. In no event will the results of the Audit included in the comparative database be used or disclosed in any way that identifies Cigna, Employer, or any individual; and

f. Except with regard to Protected Health Information (solely with regard to (i)-(iv) below), this Agreement does not apply or restrict the Auditor from using or disclosing information:

i. Which is or becomes public other than through a breach of this Agreement;

ii. Already known to Auditor prior to the date of this Agreement and with respect to which the Auditor does not have an obligation of confidentiality;

iii. Which is disclosed to the Auditor by a person or entity not party to this Agreement and who is entitled to disclose such information without breaching an obligation of confidentiality;

iv. To Auditor's legal counsel, subject to the confidentiality obligations in this Agreement; or

v. Required to be disclosed by law, whether under an order of a court, government tribunal or other legal process, except that if required by law, Auditor will disclose only the minimum information required to comply with legal mandate.

7. Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from CHLIC during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of CHLIC executed by an officer of CHLIC, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless CHLIC for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under

paragraphs 6 and 7 of this Agreement or from CHLIC's provision of Information to the Auditor. The Employer authorizes CHLIC to provide to the designated Auditor the necessary Information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CHLIC may terminate this Agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this Agreement.

Cigna Health and Life Insurance Company

By:TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Employer:_____

By:TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Auditor:_____

By:TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Exhibit D - Privacy Addendum

("Business Associate Agreement")

I. GENERAL PROVISIONS

Section 1. Effect. As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of (as applicable) the Administrative Services Only Agreement and/or Flexible Spending Account or Reimbursement Accounts Administrative Services Agreement to which this Addendum is attached, including all exhibits or other attachments to, and all documents incorporated by reference in, any such applicable agreements (individually and collectively any such applicable agreements are referred to as the "**Agreement**"). This Addendum sets out terms and provisions relating to the use and disclosure of Protected Health Information ("**PHI**") without written authorization from the Individual. To the extent there is a conflict between the Agreement and this Addendum, this Addendum shall control.

Section 2. Amendment to Comply with Law. CHLIC, on behalf of itself and its affiliates and subsidiaries that perform services under the Agreement (collectively referred to as "**CHLIC**"), Employer (also referred to as "**Plan Sponsor**"), and the group health plan that is the subject of the Agreement (also referred to as the "**Plan**") agree to amend this Addendum to the extent necessary to allow either the Plan or CHLIC to comply with applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 to 164) ("**HIPAA Privacy and Security Rules**").

Section 3. Relationship of Parties. The parties intend that CHLIC is an independent contractor and not an agent of the Plan or the Plan Sponsor.

II. PERMITTED USES AND DISCLOSURES BY CHLIC

Section 1. Uses and Disclosures Generally. Except as otherwise provided in this Addendum, CHLIC may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Plan. CHLIC shall not further use or disclose PHI other than as permitted or required by this Addendum, or as required by law.

Section 2. To Carry Out Plan Obligations. To the extent CHLIC is to carry out one or more of the Plan's obligations under Subpart E of 45 C.F.R. Part 164, CHLIC agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.

Section 3. Management and Administration.

(A) CHLIC may use PHI for the proper management and administration of CHLIC or to carry out the legal responsibilities of CHLIC.

(B) CHLIC may disclose PHI for the proper management and administration of CHLIC, provided that disclosures are: (a) required by law; or (b) CHLIC 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 is disclosed to the person, and the person notifies CHLIC of any instances of which it is aware in which the confidentiality of

the information has been breached.

(C) CHLIC may use or disclose PHI to provide Data Aggregation services relating to the Health Care Operations of the Plan, or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.

Section 4. Required or Permitted By Law. CHLIC may use or disclose PHI as required by law or permitted by 45 C.F.R. §164.512.

III. OTHER OBLIGATIONS AND ACTIVITIES OF CHLIC

Section 1. Receiving Remuneration in Exchange for PHI Prohibited. CHLIC shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 C.F.R. §164.508, that specifies whether PHI can be exchanged for remuneration by the entity receiving PHI of that individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 2. Limited Data Set or Minimum Necessary Standard and Determination. CHLIC shall, to the extent practicable, limit its use, disclosure or request of Individuals' PHI to the minimum necessary amount of Individuals' PHI to accomplish the intended purpose of such use, disclosure or request and to perform its obligations under the underlying Agreement and this Addendum. CHLIC shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure.

Section 3. Security Standards. CHLIC shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 4. Protection of Electronic PHI. With respect to Electronic PHI, CHLIC shall:

(A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that CHLIC creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards;

(B) Ensure that any agent or subcontractor to whom CHLIC provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

Section 5. Reporting of Violations. CHLIC shall report to the Plan any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including a Breach or Security Incident. CHLIC agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware. The parties agree that such reports are not required for trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events.

Section 6. Breach Notification. CHLIC will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within thirty (30) business days after CHLIC's discovery of same. This notification will include, to the extent known:

i. the names of the individuals whose PHI was involved in the Breach;

ii. the circumstances surrounding the Breach;

iii. the date of the Breach and the date of its discovery;

iv. the information Breached;

v. any steps the impacted individuals should take to protect themselves;

vi. the steps CHLIC is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,

vii. a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, CHLIC is not the agent of the Plan or the Employer (as "agent" is defined under common law). CHLIC will investigate Breaches, assess their impact under applicable state and federal law, and make a recommendation to the Plan as to whether notification is required pursuant to 45 C.F.R. §§164.404-408 and/or applicable state breach notification laws. With the Plan's prior approval, CHLIC will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media – as the Plan is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. §§164.404-408). In the event of a Breach affecting multiple CHLIC clients where CHLIC believes notification to affected individuals is required in accordance with applicable law, CHLIC reserves the right to issue notifications to the affected individuals without Plan approval.

CHLIC will pay the costs of issuing notices required by law and other remediation and mitigation which, in CHLIC's discretion, are appropriate and necessary to address the Breach. CHLIC will not be required to issue notifications that are not mandated by applicable law. CHLIC shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 C.F.R. §164.408(c).

Section 7. Disclosures to and Agreements with Third Parties. CHLIC agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of CHLIC agree to the same restrictions, conditions and requirements that apply to CHLIC with respect to such information.

Section 8. Access to PHI. CHLIC shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the time and manner required in 45 C.F.R. §164.524.

Section 9. Availability of PHI for Amendment. CHLIC shall respond to a request by an Individual for amendment to such Individual's PHI contained in a Designated Record Set in the time and manner required in 45 C.F.R. §164.526.

Section 10. Right to Confidential Communications and to Request Restriction of Disclosures of PHI. CHLIC shall respond to a request by an Individual for confidential communications or to restrict the uses and disclosures of PHI contained in such Individual's Designated Record Set in the time and manner required by 45 C.F.R. §164.522. CHLIC shall not be obligated to agree to, or implement, any restriction, if such restriction would hinder Health Care Operations or the provision

of the functions, activities or services, unless such restriction would otherwise be required by 45 C.F.R. § 164.522(a).

Section 11. Accounting of PHI Disclosures. CHLIC shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the time and manner required in 45 C.F.R. §164.528.

Section 12. Availability of Books and Records. CHLIC hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by CHLIC on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

Section 13. Standard Transactions. CHLIC certifies that it conducts any applicable transactions that are subject to the HIPAA standard transaction rules (45 C.F.R. Parts 160-164) as required under such rules.

IV. TERMINATION OF AGREEMENT WITH CHLIC

Section 1. Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by the Plan upon prior written notice to CHLIC in the event that CHLIC materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice.

If CHLIC knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, CHLIC shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, CHLIC may terminate the Agreement at the end of such period.

Section 2. Use and Disclosure of PHI upon Termination. The parties hereto agree that it is not feasible for CHLIC to return or destroy PHI at termination of the Agreement; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and CHLIC shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

V. OBLIGATIONS OF THE PLAN AND PLAN SPONSOR

Section 1. Disclosures Generally. Except as otherwise provided for in this Addendum, the Plan will not request that CHLIC use or disclose PHI in any manner that would not be permissible under HIPAA.

Section 2. Disclosures to the Plan or Third Parties. To the extent the Plan requests that CHLIC disclose PHI either to the Plan or to a third party business associate acting for the Plan, the Plan represents and warrants that:

(A) It only will request PHI for the purposes of Treatment, Payment, or Health Care Operations, or another permitted purpose under the HIPAA Privacy Rule;

(B) The information requested is the minimum necessary to achieve the purpose of the disclosure;

and

(C) If the PHI is to be disclosed to a third party, the Plan has a business associate agreement in place with the third party.

Section 3. Disclosure to Plan Sponsor. To the extent the Plan requests that CHLIC disclose PHI to the Plan Sponsor, the Plan and Plan Sponsor each represent and warrant that:

(A) The information only will be used for one of the following purposes:

i. Plan Administration functions, as defined by the HIPAA Privacy Rule, and that the Plan Sponsor has executed the required plan amendment and certification allowing the disclosure, as set out in the HIPAA Privacy Rule;

ii. Enrollment functions, provided the information to be disclosed is limited to enrollment and disenrollment information; or

iii. To amend, modify, or terminate the Plan, or to obtain premium bids to provide health insurance coverage under the Plan, provided the information to be disclosed is limited to Summary Health Information, as defined in the HIPAA Privacy Rule; and

(B) The information requested is the minimum necessary to achieve the purpose of the disclosure.

VI. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum shall have the meanings ascribed to them by HIPAA including their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Addendum will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in HIPAA. A reference in this Addendum to a section in the HIPAA Privacy Rule, or HIPAA Security Rule means the section then in effect, as amended.

"Breach" means the unauthorized acquisition, access, use or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of CHLIC if such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with CHLIC; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by CHLIC to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used or disclosed without authorization by any person.

"Business Associate" means CHLIC.

"Covered Entity" means the Plan.

"Designated Record Set" shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication and case or

medical management record systems maintained by CHLIC for the Plan, or used, in whole or in part, by CHLIC or the Plan to make decisions about Individuals.

"Effective Date" shall mean the earliest date by which CHLIC and the Plan must enter into a business associate agreement under 45 C.F.R. Part 164.

"Electronic Protected Health Information" shall mean PHI that is transmitted by, or maintained in, electronic media as that term is defined in 45 C.F.R. §160.103.

"Limited Data Set" shall have the same meaning as the term “limited data set” as set forth in 45 C.F.R. §164.514(e)(2).

"Protected Health Information" or "**PHI**" shall have the same meaning as set forth at 45 C.F.R. §160.103.

"Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

"Security Incident" shall have the same meaning as the term "security incident" as set forth in 45 C.F.R. §164.304.

"Unsecured Protected Health Information" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the American Recovery and Reinvestment Act of 2009.

Exhibit E – Conditional Claim/Subrogation Recovery Services

I. **Plans Without CHLIC Stop Loss Coverage**

If Employer has not purchased individual or aggregate stop loss coverage from CHLIC or an affiliate with respect to its self-funded employee welfare benefit plan:

(A) All conditional claim payment and/or subrogation recoveries under the Plan will be handled by CHLIC unless CHLIC is otherwise notified by the Employer.

(B) CHLIC and its subcontractors acting as Employer's recovery shall have the discretionary authority:

i. To reduce recovery amounts by as much as fifty percent (50%) of the total amount of benefits paid on Employer's behalf, and to enter into binding settlement agreements for such amounts. Any modification to this percentage shall be communicated by Employer to CHLIC and will be effective upon Employer's next renewal date, unless otherwise agreed to by CHLIC.

ii. In the event a settlement offer represents a reduction greater than the percentage identified above, CHLIC and its subcontractors shall seek settlement advice from the Employer.

iii. All amounts reimbursed to the Bank Account shall be refunded at the gross amount. CHLIC's and it subcontractors' subrogation administration fee on cases where CHLIC and its subcontractors' have retained counsel and in cases where no counsel has been retained by CHLIC and its subcontractors are both reflected in the Schedule of Financial Charges.

(C) Except where agreed to by CHLIC and Employer, CHLIC and its subcontractors shall have no duty or obligation to represent Employer in any litigation or court proceeding involving any matter which is the subject of the Agreement, but shall make available to Employer and/or Employer's counsel such information relevant to such action or proceeding as CHLIC and its subcontractors may have as a result of its handling of any matter under the Agreement.

(D) In the event Employer purchases individual or aggregate stop loss coverage from CHLIC or an affiliate with respect to its self-funded employee welfare benefit plan at any time during the life of the Agreement, the provisions of paragraph II., below, shall control.

II. **Plans with CHLIC Stop Loss Coverage**

If Employer has purchased individual or aggregate stop loss coverage from CHLIC or an affiliate with respect to its self-funded employee welfare benefit plan:

A. CHLIC and its subcontractors shall have the right and responsibility to manage all conditional claim payment and/or subrogation recoveries under the Plan. CHLIC and its subcontractors shall reimburse to the Plan the recovery minus relevant individual and aggregate stop loss payments made by CHLIC.

B. All amounts reimbursed to the Bank Account shall be refunded at the gross amount. CHLIC's and its subcontractors' subrogation administration fee on cases where CHLIC and its subcontractors' have retained counsel and in cases where no counsel has been retained by CHLIC and its subcontractors, are both reflected in the Schedule of Financial Charges.

C. CHLIC and its subcontractors shall have no duty or obligation to represent Employer in any litigation or court proceeding involving any matter which is the subject of the Agreement but shall make available to Employer and/or Employer's counsel such information relevant to such action or proceeding as CHLIC and its subcontractors may have as a result of its handling of any matter under the Agreement. Notwithstanding the foregoing, CHLIC and its subcontractors reserve to itself the right to retain counsel to represent CHLIC's own interests in any subrogation and/or conditional claim recovery action under the Plan.

Appendix A – Pharmacy Benefit Management Services

PHARMACY BENEFIT MANAGEMENT - DEFINITIONS

Definitions

Any capitalized term not defined below shall have the meaning given to such term in the Agreement. Any capitalized term utilized in the Schedule of Financial Charges or Exhibit B shall have the meaning given to such term in the Agreement, including the meanings set forth below.

- "Actuarially Estimated" shall mean that the discount(s) listed in the Schedule of Financial Charges are estimated, but not guaranteed, to result in a particular average discount for Covered Drugs administered by CHLIC under this Agreement. Actuarially estimated discounts are calculated based on evaluation of an expected distribution of drug utilization across CHLIC's aggregate group client book of business. As measured in the aggregate for Employer's Pharmacy Benefit, Employer's average discount results may vary based on the Plan-specific factors such as drug mix utilization.

- "Authorized Generic" shall mean a pharmaceutical product sold, licensed, or marketed under a new drug application (NDA) approved by the Food and Drug Administration (FDA) under section 505(c) of the Federal Food, Drug and Cosmetic Act (FFDCA) that is marketed, sold or distributed under a different labeler code, product code, trade name, trademark, or packaging (other than repackaging the listed drug for use in institutions) than the innovator brand name drug.

- "Average Wholesale Price" or "AWP" shall mean the average wholesale price of a Covered Drug as established and reported by Medi-Span. The applied AWP of a Covered Drug shall be the AWP for the actual eleven (11) digit National Drug Code ("NDC"), Covered Drug specific, quantity appropriate actual package size (or the manufacturer-packaged quantity closest to the dispensed size), submitted by a Retail Pharmacy, Home Delivery Pharmacy, or Specialty Pharmacy at the time that the Covered Drug is adjudicated. Notwithstanding any other provision in this Agreement, in the event of any major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, including, for example, any change in the markup, methodologies, processes or algorithms underlying the published AWP(s), CHLIC may adjust any or all of the Rebates, charges, rates, discounts, guarantees and/or fees in connection with CHLIC's administration of the Pharmacy Benefit hereunder, including any that are based on AWP, as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CHLIC as it existed immediately prior to such change. Additionally, and notwithstanding any other provision in this Agreement, CHLIC may replace AWP as its pharmaceutical pricing benchmark with an alternative benchmark and/or may replace Medi-Span, or other such publication, as its source for the AWP or alternative benchmark with a different pricing source, provided that CHLIC adjusts any or all such AWP-based charges or such alternative benchmark-based charges as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CHLIC as it existed immediately prior to such replacement or immediately prior to the event(s) giving rise to such replacement, as the

case may be.

- "Biosimilar" shall mean a biological product that is licensed by the FDA as a biosimilar pursuant to Section 351(k) of the Public Health Service Act, 42 U.S.C. 262(k), based upon a showing that it is highly similar to a single FDA-licensed biological product, known as a reference product, and has no clinically meaningful differences compared to the reference product in terms of safety, purity, and potency. A biosimilar biological product may be licensed by the FDA as biosimilar or interchangeable, and in either case such biological product is a Biosimilar for the purposes of this Agreement.
- "Brand Drug" shall mean a pharmaceutical product, including a Covered Drug that is a prescription drug, including over-the-counter drugs dispensed pursuant to a prescription, medicine, agent, substance, device, supply or other therapeutic product that is not a Generic Drug. Except if and where the language expressly states otherwise, a Brand Drug does not include a Specialty Brand Drug for ingredient cost discount purposes.
- "Cigna Home Delivery Pharmacy" shall mean a duly licensed pharmacy operated by CHLIC or its affiliates, where prescriptions are filled and delivered via the mail service, which may include, for example, Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Express Scripts Specialty Distribution Services, Inc. and Lynnfield Drug, Inc. (dba Freedom Fertility Pharmacy).
- "Claim," for purposes of this Appendix A, is a claim or request for coverage under the Pharmacy Benefit.
- "Compound Drug" shall mean a medication that (a) is comprised of two or more gaseous, solid, semi-solid, or liquid ingredients (other than water or flavoring added to any preparation) that are weighed or measured at a pharmacy and then prepared according to the prescriber's order and the pharmacist's art; (b) contains at least one FDA-approved federal legend drug as an active ingredient; (c) is not otherwise generally available in its compound form; and (d) is not a compound preparation administered by infusion or injection.
- "Covered Drugs" shall mean prescription drugs, including over-the-counter drugs dispensed pursuant to a prescription, biologics, medicines, agents, substances, devices, supplies, and other therapeutic products that are prescribed for Members and are covered under the Pharmacy Benefit and shall include all associated standard services usually and customarily rendered by a pharmacy or provider in the normal course of business, including dispensing, administration, counseling and product consultation.
- "Dispensing Fee" means an amount paid to a pharmacy for providing professional services necessary to dispense a Covered Drug to a Member.
- "FDA" shall mean the U.S. Food and Drug Administration.

- "Formulary" shall mean the list of FDA-approved prescription drugs and supplies developed and managed by CHLIC across its self-funded and insured group book of business and that is selected and adopted by Employer. The drugs and supplies included on the Formulary will be modified by CHLIC from time to time as a result of factors including, but not limited to, economic and clinical factors like clinical appropriateness, manufacturer Rebate arrangements and patent expirations. Any changes CHLIC makes to the Formulary are hereby adopted by Employer, subject to Employer's discretion to elect not to implement any such addition or deletion through the set-up process, any such election shall be considered an Employer change to the Formulary.

- "Generic Drug" means a pharmaceutical product, including a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s), and which is identified as such in CHLIC's master drug file using indicators from First Databank, Medi-Span, or other nationally recognized source as used by CHLIC across its book of business on the basis of a proprietary algorithm, a summary of which may be made available for review by Employer or, subject to CHLIC's consent, its auditor upon request in accordance with the terms set forth in this Appendix A. Employer and, as applicable, its auditor shall sign a confidentiality agreement acceptable to CHLIC relating specifically to such summary. The reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. Except if and where the language expressly states otherwise, a Generic Drug does not include a Specialty Generic Drug for ingredient cost discount purposes. For pricing purposes, a Generic Drug excludes a Covered Drug that is either marketed under one (1) Abbreviated New Drug Application pursuant to 21 U.S.C. §355, and its implementing regulations, or cannot be purchased by the pharmaceutical industry at large from more than one (1) pharmaceutical wholesaler. For pricing purposes, a Generic Drug also excludes a Biosimilar.

- "Limited Distribution Drug" or "Exclusive Distribution Drug" shall mean a Specialty Drug that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer. The list of Limited Distribution Drugs and Exclusive Distribution Drugs will be maintained by CHLIC.

- "Maximum Allowable Charge" shall mean the maximum unit price for a Covered Drug included on the applicable MAC List as set forth on such MAC List.

- "MAC List" shall mean a then-current list maintained by CHLIC of prescription drugs, devices, supplies and over-the-counter drugs identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case it may also be on a MAC List) and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of manufacturers, utilization and/or pricing volatility.

- "Manufacturer Administrative Fees" shall mean administrative fees paid by pharmaceutical manufacturers to CHLIC or its affiliate or subcontractor directly in connection with administering, invoicing, allocating and collecting Rebates.

- "Pharmacy Benefits" shall mean amounts payable for covered pharmacy benefit services and products under the terms of the Plan; Pharmacy Benefits shall be considered Plan Benefits for purposes of this Agreement.

- "P&T Committee" shall mean a committee comprised of clinicians that represent a range of clinical specialties. The committee regularly reviews pharmaceutical products, new pharmaceutical products, for safety and efficacy, the findings of which clinical reviews inform coverage status decisions made by CHLIC. The P&T Committee's review may be based on consideration of, without limitation, FDA-approved labeling, standard medical reference compendia, or scientific studies published in peer-reviewed English-language bio-medical journals.

- "PBM Proprietary Information" shall mean information relating to CHLIC's pharmacy benefit management products and services, including, without limitation, CHLIC's reporting and web-based applications, eligibility and adjudication systems and coding methodologies, system formats and databanks, clinical or formulary management operations or programs, information and agreements relating to Rebates and other financial information, prescription drug evaluation criteria and coverage policies, drug pricing information, including MAC List and Specialty Drug pricing, paid Claims information integrated into CHLIC's adjudication systems, and pharmaceutical manufacturer, vendor or pharmacy network agreements.

- "Prescription Drug Charge" shall mean the amount that, prior to application of the Plan's cost-share requirement(s), Employer is obligated to pay for a Covered Drug dispensed at a Retail Pharmacy or Cigna Home Delivery Pharmacy, including any ingredient cost, applicable Dispensing Fee, service fee, and tax. The ingredient cost charged to Employer may be expressed as, for example, a discount off of AWP or other benchmark price, or a MAC.

- "Rebate" shall mean retrospective formulary rebates received by CHLIC pursuant to the terms of a formulary rebate contract negotiated independently and directly attributable to or arising from the utilization by Members of certain Covered Drugs manufactured, sold, marketed, or distributed by a manufacturer.

  However, "Rebates" shall exclude: (i) pricing adjustments, payments and credits made in the ordinary course by any manufacturer on account of product returns, delivery errors or shipping damage or losses arising from drugs and other products purchased from such manufacturer by or on behalf of CHLIC (ii) pricing discounts paid or credited by a manufacturer to pharmacies affiliated with CHLIC for prescription drugs and other products purchased from such manufacturer; (iii) any fees or other compensation paid by any manufacturer in consideration of any services, products, activities or programs performed, provided or implemented by CHLIC or any of its affiliates for such manufacturer; (iv) Manufacturer Administrative Fees; (v) Value-Based Payments; (vi) any rebates or other amounts that are allocated to reduce and/or partially or wholly satisfy a Member's cost-sharing obligation for a Covered Drug; and (vii) rebates or other amounts paid to CHLIC for prescription drugs that are administered or otherwise provided to Members in providers' offices, home health care settings, or outpatient clinics.

- "Retail Pharmacy" shall mean any licensed retail pharmacy with which CHLIC has contracted directly or indirectly with a third party, to provide Covered Drugs to Members, and is not a mail order pharmacy. A mail order pharmacy is a pharmacy that primarily fills and delivers pharmaceutical products via the mail service. The term "Retail", when immediately preceding the term "Brand Drug Claim", "Generic Drug Claim", "Specialty Drug Claim", "Specialty Brand Drug Claim", or "Specialty Generic Drug Claim" means that the resulting term (e.g., "Retail Brand Drug Claim") refers to such claim as dispensed by a Retail Pharmacy.

- "Specialty Drug" shall mean a pharmaceutical product, including a Covered Drug, considered by CHLIC to be a Specialty Drug based on consideration of the following factors: (i) whether the pharmaceutical product is prescribed and used for the treatment of a complex, chronic or rare condition; (ii) whether the pharmaceutical product has a high acquisition cost; and, (iii) whether the pharmaceutical product is subject to limited or restricted distribution, requires special handling and/or requires enhanced patient education, provider coordination or clinical oversight. A Specialty Drug may not possess all or most of the foregoing characteristics, and the presence of any one such characteristic does not guarantee that a pharmaceutical product will be considered a Specialty Drug. The term "Specialty," when immediately preceding the terms "Generic Drug" or "Brand Drug", means that the resulting term (e.g. "Specialty Generic Drug") refers to a Generic Drug or Brand Drug that is considered a Specialty Drug, respectively.

- "Specialty Pharmacy" shall mean a duly licensed pharmacy designated by or operated by CHLIC or its affiliates that primarily dispenses Specialty Drugs or provides services related thereto; provided, however, that when the Cigna Home Delivery Pharmacy dispenses a Specialty Drug, it shall be considered a Specialty Pharmacy hereunder.

- "U&C Charge" shall mean the price the applicable Retail Pharmacy would charge a regular cash-paying customer for a Covered Drug (and any services related to the dispensing thereof) on the day on which the Covered Drug is dispensed.

PHARMACY BENEFIT MANAGEMENT - SERVICES TO BE PROVIDED

1. Retail Pharmacy Network.

(a) General. CHLIC shall maintain a Retail Pharmacy network. Retail Pharmacies included in the network shall provide Covered Drugs to which the Retail Pharmacies have access to Members during their normal business hours. A list of the Retail Pharmacies included in the network, as updated from time to time, shall be made available to Members online. CHLIC maintains multiple networks and/or sub-networks and may periodically consolidate networks and/or migrate clients, including Employer, between networks and sub-networks. CHLIC shall require each Retail Pharmacy included in the network to meet its requirements for participation in the Retail Pharmacy network, which include, but are not limited to, satisfaction of licensing and insurance requirements.

(b) Retail Pharmacy Audits and Overpayments. CHLIC shall review 100% of all claims, with each claim to be reviewed by either desk audit or field audit as determined through the use of random risk based predictive model to ensure that each Retail Pharmacy

is complying with the terms of its contract with CHLIC. In the event that CHLIC discovers that an overpayment has been made to a Retail Pharmacy, CHLIC shall take reasonable steps to recover the overpayment pursuant to the terms of this Agreement.

(c) Independent Contractors. The Retail Pharmacies are independent contractors, and as such CHLIC does not direct or exercise any control over the pharmacists at Retail Pharmacies or the professional judgement exercised by any pharmacies in the dispensing or filling of prescriptions or performing other pharmaceutical services. Neither CHLIC nor any CHLIC affiliate shall have any liability to Employer, any Member or any other person or entity for any act or omission of any Retail Pharmacy or it agents or employees.

(d) Collection of Cost Sharing. CHLIC shall require Retail Pharmacies to collect all applicable Plan cost-shares from Members.

2. Cigna Home Delivery Pharmacy.

(a) General. Members may submit new or refill prescription orders for fulfillment through Cigna Home Delivery Pharmacy or such other mail service pharmacy that CHLIC in its sole discretion may select from time to time. Such orders may be placed via mail, telephone, or electronic means. Subject to Applicable Law, Employer shall permit communication with Members regarding the availability and use of the Cigna Home Delivery Pharmacy, and potential cost savings associated therewith, and the provision of supporting services (e.g. pharmacist consultation) in connection with any prescription dispensed by the Cigna Home Delivery Pharmacy. Cigna Home Delivery Pharmacy shall deliver all drugs to Members in accordance with its standard procedures. For the purposes of clarity, CHLIC does not exert direction or control over the pharmacists at Cigna Home Delivery Pharmacy in filling prescriptions or performing other pharmaceutical services.

(b) Cost Sharing. Members are responsible for the payment of the applicable cost sharing to Cigna Home Delivery Pharmacy for each prescription or prescription refill. Employer acknowledges that Cigna Home Delivery Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with Cigna Home Delivery Pharmacy's standard credit policy. If payment of such cost-sharing has not been received from the Member within one hundred twenty (120) days of dispensing of the product, the Plan will be billed for the outstanding amount following the one hundred twenty (120) day collection period.

(b) Affiliation with CHLIC. Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Express Scripts Specialty Distribution Services, Inc. and Lynnfield Drug, Inc. (dba Freedom Fertility Pharmacy) are licensed pharmacy affiliates of CHLIC that fill and deliver Covered Drugs via the mail service.

3. Claims Processing.

(a) General. CHLIC, in accordance with Section 2 of the Agreement, shall perform claims processing services for Covered Drugs dispensed by Retail Pharmacies or Cigna Home Delivery Pharmacy. In-network Claims shall be submitted via paper or electronically. Members using out-of-network covered services are required to submit a paper claim form. A separate charge may apply for the submission of any paper claim form, whether in-network or out-of-network. CHLIC is not required to provide coordination of benefits (COB) services for Claims for drugs dispensed, and electronically processed, at a pharmacy; Claims may be processed without consideration of a Member's coverage under another plan.

(b) Drug Utilization Review. CHLIC shall perform a concurrent Drug Utilization Review ("DUR") analysis of each prescription submitted for processing. Such DUR Analysis may include, for example: (1) prescribed dosage within a safe range; (2) drug-to-drug interaction; (3) drug-to-allergy interaction; (4) age-to-drug interaction; (5) duplicate therapy; (6) quantity limitations; and (7) days' supply. DUR processes shall not override the prescriber's, the pharmacist's or other health care provider's professional judgment.

4. **Utilization Management Program**. CHLIC shall, in accordance with Section 2 of the Agreement administer the Pharmacy Benefit utilization management program(s) identified in this Agreement. Employer acknowledges that CHLIC's coverage policies and claims administration procedures, which are utilized across CHLIC's self-funded and insured book-of-business to adjudicate claims and administer appeals, may change periodically. As an example of the coverage criteria that may apply to a pharmaceutical product, a Member may have to try one or more preferred pharmaceutical products, or demonstrate why trying the preferred pharmaceutical product(s) would be clinically inappropriate, in order to obtain coverage under the Plan for a given pharmaceutical product Employer further authorizes CHLIC to allow coverage for a use that would otherwise be excluded in the event of co-morbidities, complications and other factors not expressly addressed by the coverage policies utilized by CHLIC in reviewing Claims for coverage. CHLIC may rely wholly upon information about the Member and the prescriber's diagnosis of the Member's condition. CHLIC shall not substitute its judgment for the judgment of the prescribing physician, nor shall it determine medical necessity or make other medical determinations other than for coverage purposes.

5. **Rebate Management**. CHLIC shall pay Employer amounts equal to the Rebate amounts specified in the Schedule of Financial Charges.

6. **Drug-Related Services**.

(a) Specialty Drugs. CHLIC shall process Claims regarding Specialty Drugs subject to the following provisions:

(1) The Specialty Pharmacy shall fill prescriptions for Specialty Drugs based on the professional judgment of the dispensing pharmacist, accepted pharmacy practices and product guidelines.

(2) A list of Specialty Drugs available via the Specialty Pharmacy and the pricing for those Specialty Drugs shall be made available as in effect on the Effective Date, as set forth in Appendix B. After the Effective Date, Employer may request that CHLIC provide it with an updated list of Specialty Drugs available via the Specialty Pharmacy and the pricing with respect thereto.

(3) To the extent acting in the capacity as a mail order pharmacy, the Specialty Pharmacy shall ship Specialty Drugs to Members in accordance with its standard procedures.

(4) Members are responsible for the payment of the applicable cost sharing to the Specialty Pharmacy for each prescription or prescription refill. Employer acknowledges that the Specialty Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with the Specialty Pharmacy's standard credit policy. If payment has not been received from the Member within one hundred twenty (120) days of dispensing, the Plan will be billed following the one hundred twenty (120) day collection period.

(5) For the purposes of clarity, CHLIC does not exert direction or control over the pharmacists at the Specialty Pharmacy in filling prescriptions or performing other pharmaceutical services.

(b) Compound Drugs. CHLIC shall process prescribed Compound Drugs to the extent covered under the Plan. CHLIC shall treat as Covered Drugs only those components of a Compound Drug that would otherwise be treated as Covered Drugs were they not part of a Compound Drug.

7. Member Communications and Services.

(a) Member Communication. CHLIC shall provide to Members an ID card and instructions to access Member materials online, including the Formulary, the Retail Pharmacy directory, Cigna Home Delivery Pharmacy information, and an out-of-network Claim reimbursement form.

(b) Rx Savings Messenger. CHLIC may send personalized mailings to Members regarding the Generic Drugs and preferred Brand Drugs and savings available from Cigna Home Delivery Pharmacy.

(c) Call Center. CHLIC shall maintain toll-free customer service lines twenty-four (24) hours per day, seven (7) days per week for the purpose of responding to inquiries from Members regarding Retail Pharmacy, Cigna Home Delivery Pharmacy or Claims issues.

8. Formulary Management; Clinical Programs; Other Services.

CHLIC shall provide Formulary management services, which shall include implementing Formulary placement decisions and determinations to apply utilization management requirements made by CHLIC. CHLIC makes Formulary determinations based on consideration of clinical and economic factors. Clinical factors may include, but are not limited to, the CHLIC P&T Committee's evaluation of the place in therapy, relative safety or relative efficacy of the drug, as well as whether certain supply limits or other utilization management requirements should apply. Economic factors may include, but are not limited to, the drug's acquisition cost including, but not limited to, assessments on the cost effectiveness of the drug and available Rebates. Employer acknowledges that the Formulary, utilization management requirements, and coverage policies used by CHLIC to perform coverage reviews, including any changes made thereto, are adopted by Employer. When considering a drug for Formulary placement or other coverage conditions, CHLIC reviews clinical and economic factors regarding enrollees as a general population across its relevant book-of-business. CHLIC may also provide the clinical, safety and/or trend programs, or other programs and services to Employer, some of which may require payment of additional fees by Employer. If additional fees are required for such a program or service, CHLIC shall include the fee in the Schedule of Financial Charges or otherwise communicate the same in writing to by Employer.

PHARMACY BENEFIT MANAGEMENT - PROGRAM OPERATIONS

1. **Implementation of Agreement**.

(a) Project Plan. Employer and CHLIC shall develop an agreed upon implementation project plan with respect to the Agreement prior to the Effective Date or prior to the implementation with respect to any new Pharmacy Benefit under this Agreement following the Effective Date.

(b) Initial Data and Commencement of Pharmacy Benefit Management Services. Prior to the Effective Date, Employer shall provide CHLIC with all data and/or documentation necessary for CHLIC to provide the services specified in this Agreement. Such data and/or documentation shall include, but is not necessarily limited to, claims history and Member prior authorization history. Assuming all data specified in the preceding sentence is received sufficiently in advance of the Effective Date, CHLIC shall commence providing services under this Agreement as of the Effective Date.

2. **Timely Provision of Data by Employer**. Employer acknowledges that CHLIC shall not be held responsible for, and shall be released from, fulfilling any obligation or performing any service under this Agreement if Employer or its designee does not provide accurate information in a timely manner.

3. **Reporting**. CHLIC shall make available to Employer CHLIC's standard reporting applications, subject to Applicable Law and Exhibit D, including, without limitation, HIPAA and state privacy laws.

4. **Claims Data**.

(a) Retention. CHLIC shall retain data with respect to Claims for at least ten (10) years from the date the prescription is filled. Following the close of such retention period, CHLIC shall retain and dispose of such Claims data pursuant to its then-current standard policies and procedures, Applicable Law and the Business Associate Agreement described in the Agreement.

(b) Disclosure to Vendor. Upon Employer's written request and subject to execution of a non-disclosure agreement acceptable to CHLIC, CHLIC shall provide prescription Claims data in its standard format to a vendor contracted with Employer and otherwise acceptable to CHLIC solely for the purposes of such vendor's support of Plan administration functions. Employer agrees that its vendors may not utilize Claims data for any other purpose, including, without limitation, developing products and services, analyzing the Claims data against market benchmarks or CHLIC competitors or adding to a normative database (even if de-identified and/or blinded as to Member and PBM/carrier) for the Employer's or vendor's commercial use. Employer shall be responsible for any use or disclosure of Claims data, or any services provided, by the vendor. Notwithstanding the foregoing, all audits of any pricing guarantees, Rebate-sharing obligations or Claims processing accuracy shall be conducted in accordance with the terms in this Agreement specifically relating to such audits.

(c) De-Identified Data. During and after the term of this Agreement, CHLIC may use Claims, drug, and medical data that has been de-identified in accordance with HIPAA for research, provider evaluation, database maintenance, and other commercial purposes.

This provision shall survive termination or expiration of the Agreement.

5. Pharmacy Claims Processing Audits.

(a) Employer may, to the extent specified below and at no additional charge, conduct a claims processing audit of CHLIC's administration of Plan Benefits, once every Plan Year provided that the Agreement has been duly executed by Employer and Employer is current in the payment of all pharmacy claims under the Agreement. New audits shall not be initiated until all parties have agreed that any and all prior pharmacy-related audits are closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, employers who choose to audit one or more components of the pharmacy arrangement must do so through a single annual audit.

(b) Claims processing audits shall be subject to the following conditions: (1) the audit may take place while the Agreement is in effect or within one (1) year after the termination or expiration of the Agreement; (2) the initial audit period for a retrospective claims audit shall not exceed the twenty-four (24) months period immediately preceding CHLIC's receipt of the request to audit; (3) Employer shall be responsible for its incurred costs regarding the audit; (4) Employee shall designate, with CHLIC's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "Auditor") so long as such Auditor is not engaged in providing services for Employer (including, but not limited to the Auditor's engagement as an expert witness in litigation against CHLIC or its affiliates), or otherwise, that conflict with the scope or independent nature of the

audit (as determined by CHLIC acting reasonably and in good faith), and provided that Employer's Auditor executes a mutually acceptable confidentiality agreement; (5) Employer shall provide to CHLIC at least thirty (30) days prior written notice of its intent to audit, and any request by Employer to permit an Auditor to perform an audit will constitute Employer's direction and authorization to CHLIC to disclose PHI to the Auditor; (6) CHLIC will provide all data as reasonably necessary for Auditor to perform the claims processing audit within thirty (30) days following the latter of the audit kick-off call and the Audit Agreement being fully executed or, when applicable, as otherwise agreed upon by the Parties; (7) following Auditor's initial review of the claims, Auditor will provide CHLIC in writing with all suspected categories of claim errors, if any, together with an electronic data file, in a mutually agreed upon format, containing up to three-hundred (300) claims, so that CHLIC may evaluate and investigate Auditor's suspected errors; (8) CHLIC will respond to the suspected errors within sixty (60) days from CHLIC's receipt of such written findings; (9) upon receipt and review of CHLIC's responses, Auditor will provide CHLIC with a written report of Auditor's findings and recommendations before or at the same time such audit report is provided to Employer; (10) CHLIC will respond to the audit report within thirty (30) days of the issuance of Auditor's report; (11) once both Parties have accepted the audit results, the audit shall be considered closed and final; (12) to the extent the mutually accepted audit results demonstrate claims errors, CHLIC will reprocess the claims and make corresponding adjustments to Employer; (13) CHLIC's obligations to respond within the designated periods above is conditioned upon a good faith and cooperative working relationship between Employer and/or its Auditor and CHLIC, including but not limited to no new or additional issues that appear in the final report that were not otherwise provided to CHLIC during the preliminary review of suspected errors.

This provision shall survive termination or expiration of the Agreement.

6. Pharmacy Rebate Audits.

(a) Employer may, to the extent specified below, in accordance with the following requirements, and at no additional charge, audit CHLIC's payment of Rebates provided that the Agreement has been duly executed by Employer and Employer is current in the payment of all pharmacy claims under the Agreement. Any Rebate audit shall occur following CHLIC's issuance of the annual financial reconciliation to Employer once in each twelve (12) month period. New audits shall not be initiated until all parties have agreed that all prior pharmacy-related audits are closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, employers who desire to audit one or more components of the pharmacy arrangement must do so through a single annual audit.

(b) Rebate audits shall be subject to the following conditions: (1) Employer and CHLIC shall agree on a mutually acceptable, independent, third-party auditor to conduct the audit, including the individual(s) employed or contracted to perform the audit to ensure that they shall not have a conflict of interest that could reasonably diminish their impartiality (the "Auditor"); (2) Employer shall be responsible for its incurred costs regarding the audit; (3) Employer shall provide CHLIC with at least forty-five (45) days prior written notice of its intent to audit; (4) a mutually agreed upon nondisclosure/nonuse agreement for rebate audits

shall be executed by Employer, the Auditor and CHLIC; (5) the scope of records to be audited as being necessary to determine CHLIC's compliance with its contractual Rebate payment obligations under the Agreement shall be as mutually agreed upon by the Auditor and CHLIC; (6) the Auditor may select for audit purposes the records of up to five (5) manufacturers for two (2) calendar quarters from the last reconciled plan year immediately preceding the written request to audit; (7) the audit shall be conducted at a mutually acceptable time during regular business hours at CHLIC's offices where such records are located; (8) records shall not be removed or photocopied without CHLIC's express written consent; (9) for the sole purpose of confirming compliance with the audit Confidentiality Agreement, Auditor will first submit in draft to CHLIC, and prior to submission to Employer, its Rebate audit report, so that CHLIC can confirm that no terms of the applicable rebate agreements which are confidential, are disclosed in the audit report; (10) the Auditor shall provide its final audit report to CHLIC and Employer at the same time; and (11) the Auditor may disclose the aggregate amount of Rebates due Employer but no other details of CHLIC's rebate contracts of which the Auditor is apprised, if any.

This provision shall survive termination or expiration of the Agreement.

7. Pharmacy Financial Guarantee Reconciliation Audits.

(a) Employer may, to the extent specified below and at no additional charge, conduct a Financial Guarantee Reconciliation audit once every Plan Year following CHLIC's issuance of the annual financial reconciliation to Employer, provided that the Agreement has been duly executed by Employer and Employer is current in the payment of all pharmacy claims under the Agreement. New audits shall not be initiated until all parties have agreed that all prior pharmacy-related audits are closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, employers who choose to audit one or more components of the pharmacy arrangement must do so through a single annual audit.

(b) Financial Guarantee audits shall be subject to the following conditions: (1) the audit may take place while the Agreement is in effect or within one (1) year after the termination or expiration of the Agreement; (2) such audit may cover up to two prior contract years to the extent such prior contract years have not previously been audited; (3) Employer shall be responsible for its incurred costs regarding the audit; (4) Employer shall designate with CHLIC's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "Auditor") so long as such Auditor is not engaged in providing services for Employer (including, but not limited to the Auditor's engagement as an expert witness in litigation against CHLIC or its affiliates), or otherwise, that conflict with the scope or independent nature of the audit (as determined by CHLIC acting reasonably and in good faith), and provided that Employer's Auditor executes a mutually acceptable confidentiality agreement; (5) Employer shall provide CHLIC with at least thirty (30) days' prior written request for the audit, and any request by Employer to permit an Auditor to perform an audit will constitute Employer's direction and authorization to CHLIC to disclose PHI to the Auditor; (6) CHLIC will provide all data as reasonably necessary for Auditor to determine that CHLIC has performed

in accordance with its contractual obligations regarding the financial guarantees, and CHLIC will provide such data within thirty (30) days following the latter of the audit kick-off call and the confidentiality agreement being fully executed or, when applicable, as otherwise agreed upon by the Parties; (7) any adjustments resulting from the audit will be based upon the actual Claims reviewed and not upon statistical projections or extrapolations, as the Auditor will be furnished with 100% of the paid Claims processed during the applicable contract period for purposes of the audit; (8) following Auditor's initial review and prior to the submission of its written audit report, the Auditor will provide CHLIC in writing with all of the suspected errors, if any, and CHLIC will respond to such suspected errors within sixty (60) days from CHLIC's receipt of such preliminary findings; (9) CHLIC will respond to any audit report issued by the Auditor within thirty (30) days of the issuance of same; and (10) CHLIC will reconcile mutually agreed upon amounts due to Employer within a reasonable period of time following mutual agreement regarding any amount due to the Employer. CHLIC's obligations to respond within the designated periods above is conditioned upon a good faith and cooperative working relationship between Employer and/or its Auditor and CHLIC, including but not limited to no new or additional issues that appear in the final report that were not otherwise provided to CHLIC during the preliminary review of suspected errors.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - FUNDING AND PAYMENT OF CLAIMS; CHARGES

1. **Funding and Payment of Claims**. With respect to Pharmacy Benefits, (1) CHLIC may withdraw funds from the Bank Account for the purposes specified in Section 3 of the Agreement five times per month, and (2) any recovered overpayments shall be credited to Employer via a line item on its invoice, less the fee set forth on the Schedule of Financial Charges.

2. **Retroactive Member Changes and Terminations**. Notwithstanding anything in the Agreement to the contrary, Employer shall remain responsible for all charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member's enrollment in the Plan. Notwithstanding anything to the contrary in Section 4.c. of the Agreement, with respect to Pharmacy Benefits, CHLIC generally will implement eligibility updates received from Employer that adhere to CHLIC's standard electronic format as soon as reasonably practicable following receipt of such updates.

PHARMACY BENEFIT MANAGEMENT - FIDUCIARY ACKNOWLEDGMENTS

CHLIC offers pharmacy benefit management services for consideration by Employer and other entities. The general parameters of such services and the supporting systems have been developed by CHLIC as part of CHLIC's administration of its general business as a pharmacy benefit manager for entities that sponsor group health plans. The Parties have negotiated the terms of this Agreement in an arm's-length fashion. Except to the extent CHLIC conducts the final level of internal appeal as set forth in Section 2.c of the Agreement, the Parties assert that neither Party intends that CHLIC shall be a fiduciary with respect to Pharmacy Benefits for either ERISA (if applicable) or state law purposes, and neither Party shall name CHLIC or any of its affiliates as a "plan fiduciary" with respect to its management of Pharmacy Benefits. Employer

acknowledges and agrees that CHLIC (i) does not have discretionary authority or control respecting management of the Pharmacy Benefits, and (ii) does not exercise any authority or control respecting management or disposition of the assets relating to Pharmacy Benefits or of Employer. Rather, Employer retains all such authority and control. The Parties agree that, upon reasonable notice, CHLIC shall have the right to terminate its Pharmacy Benefit services under this Agreement to any Plan and/or Members located in a state that requires a pharmacy benefit manager to be a fiduciary to Employer, the Plan or a Member.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - FINANCIAL ARRANGEMENTS

1. **General**. CHLIC contracts with its PBM affiliate for the provision of pharmacy benefit services and financial arrangements. As such, CHLIC or its PBM affiliate, directly or indirectly contract on their own accounts with Retail Pharmacies and Cigna Home Delivery Pharmacy to dispense covered pharmaceutical products to Employer's Members, and not on behalf of, or for the benefit of, Employer or the Plan; accordingly, any discounts or other remuneration CHLIC or its PBM affiliate earns under an arrangement with a Retail Pharmacy or Cigna Home Delivery Pharmacy are obtained for, and inure to, the sole and exclusive benefit of CHLIC or its PBM affiliate, and not the Employer or the Plan. Amounts paid by CHLIC or its PBM affiliate or by the PBM affiliate for Retail Pharmacy or Cigna Home Delivery Pharmacy for Brand Drug, Generic Drug, or Specialty Drug Claims may or may not be equal to the amount charged to Employer and/or Member. If the amount paid by Employer and/or Member does not equal the amount paid by CHLIC or its PBM affiliate or by the PBM affiliate to a particular pharmacy, CHLIC and its PBM affiliate will absorb or retain such difference. CHLIC may directly or indirectly contract for Rebates, Manufacturer Administrative Fees, and other remuneration on its own behalf and for its own benefit, and not on behalf of Employer or the Plan. As an example of other remuneration other than Rebates or Manufacturer Administrative Fees that CHLIC may earn, CHLIC may also directly or indirectly earn from pharmaceutical manufacturers remuneration in connection with value payments and/or services that CHLIC provides to Employer ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CHLIC are separate and apart from any Rebates or Manufacturer Administrative Fees that CHLIC directly or indirectly earns from pharmaceutical manufacturers, and CHLIC may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CHLIC may provide to Employer in connection with Value-Based Payments that CHLIC may earn, CHLIC may provide care management or other services to Employer and/or remit to Employer monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Employer may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Employer, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CHLIC to Employer are subject to change or termination by CHLIC as the value program(s), if any, offered by CHLIC change(s) or terminate(s). Accordingly, CHLIC retains all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, Value-Based Payments, and other remuneration directly or indirectly received from manufacturers. CHLIC may provide Employer amounts equal to all or some portion of the Rebate and Manufacturer Administrative Fee amounts, or other financial

value generated in connection with any value program(s), allocated to Employer, if any, and as specified on the Schedule of Financial Charges, from CHLIC's general assets (neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in CHLIC's general assets). Rebate and Manufacturer Administrative Fee amounts received vary based on factors including, without limitation, Employer-specific utilization, the volume of utilization as well as Formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, and Claims volume. Employer acknowledges and agrees that neither it, its Members nor its Plan will have a right to interest on, or the time value of, any Claim payments charged by CHLIC to Employer or any Rebate, Manufacturer Administrative Fee or other payments received by CHLIC during the collection period of moneys payable under this section, if any, and that CHLIC shall retain any such remuneration. For purposes of this provision, the term CHLIC shall also include and mean CHLIC's PBM affiliate, Express Scripts, Inc.

2. **Affiliates**. Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors in its capacity as a mail service and/or specialty pharmacy. Cigna Home Delivery Pharmacy may contract for these arrangements on its own account in support of its pharmacy operations, and not on behalf of, or for the benefit of, Employer or the Plan. Accordingly, Cigna Home Delivery Pharmacy retains the sole and exclusive benefit of any difference between its acquisition cost for a pharmaceutical product and the amount charged to Employer under this Agreement. Further these arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CHLIC offers to entities that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the pharmacy benefit management formulary rebates or associated administrative fees or charges paid to CHLIC in connection with CHLIC's pharmacy benefit management formulary rebate programs.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - OBLIGATIONS UPON TERMINATION

Upon notice of termination of this Agreement, the following provisions shall apply with respect to Pharmacy Benefits:

a) Employer shall notify Members at least thirty (30) days prior to the termination of the Agreement becoming effective of any transition to a successor pharmacy benefit manager.

b) If mutually agreed upon by CHLIC and Employer, CHLIC shall provide services following termination of the Agreement at CHLIC's then-prevailing rate. Such services, if any, shall be determined by mutual agreement of CHLIC and Employer in advance of the termination of the Agreement becoming effective.

c) Upon request by Employer and subject to execution of a nondisclosure agreement acceptable to CHLIC, CHLIC shall transition Claims files and/or history to the pharmacy benefit manager or other third party specified by Employer and otherwise acceptable

to CHLIC. Any disclosure of Claims files and/or history shall be limited to the information the successor pharmacy benefit manager or other third party needs to implement or administer Employer's pharmacy benefits. CHLIC shall not be required to directly or indirectly release, and Employer shall not release, PBM Proprietary Information to any such third party.

d) Upon termination of the Agreement for any reason, the Parties shall handle Confidential Information, PBM Proprietary Information and Protected Health Information (as defined in the Business Associate Agreement attached as Exhibit D) pursuant to the terms of the Agreement.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - CONFIDENTIALITY

1. **General**. Employer acknowledges and agrees that CHLIC's PBM Proprietary Information constitutes competitively sensitive trade secrets, and that its misuse or mis-disclosure could result in material financial and legal loss or liability to CHLIC, its affiliates and their respective subcontractors. CHLIC shall not be required to disclose PBM Proprietary Information to Employer except to the extent necessary for Employer to exercise any audit rights expressly provided hereunder or perform other Plan administration functions. If CHLIC discloses PBM Proprietary Information to Employer, or, if CHLIC consents, to the Employer's vendor or designee, CHLIC may require Employer, or its vendor or designee, to execute a non-disclosure agreement specifically relating to the requested PBM Proprietary Information. Employer agrees that it and its vendors may not utilize PBM Proprietary Information for any purpose other than performing Plan administration functions, including, without limitation, developing products and services, de-identifying, blinding or analyzing the PBM Proprietary Information against market benchmarks or CHLIC competitors or adding to a normative database for the Employer's, or vendor's or designee's, commercial use. For the purposes of clarity, information shall not cease to qualify as PBM Proprietary Information if Employer or its vendor or designee de-identifies and/or blinds the PBM Proprietary Information such that the information cannot be traced or identified to a Member or CHLIC, its affiliates or their respective subcontractors. Employer shall be solely responsible for any disclosure of PBM Proprietary Information by CHLIC to Employer or its vendor or designee, or any subsequent use or disclosure by Employer or its vendor or designee, or services provided by the same. Notwithstanding anything herein to the contrary, in no event will CHLIC be required to disclose to Employer, or its vendor or designee, information related to, or including, its pharmacy network agreements, vendor agreements or pharmaceutical manufacturer agreements.

2. **Compelled Disclosures**. If at any time Employer, or its vendor or designee, is required by law, court order or other valid legal process to disclose any Confidential Information, it will promptly notify CHLIC prior to any such compelled disclosure and, upon request, cooperate with CHLIC in seeking a protective order or other available relief to contest or limit the scope of such compelled disclosure.

3. **Return or Destruction of Information**. At any time upon CHLIC's request or upon expiration or termination of this Appendix A or the Agreement, whichever occurs first, Employer will, at CHLIC's option, promptly deliver, or, as the case may be, compel its vendor or designee to deliver, to CHLIC all PBM Proprietary Information or other Confidential Information (or such portion thereof as requested)

and not retain any copies in whole or in part of such PBM Proprietary Information or other Confidential Information, or securely destroy or dispose, or, as the case may be, compel its vendor or designee to destroy or dispose, of those portions of documents and other materials in any form, including electronic form, prepared by or received by the Employer or its vendor or designee, that contain or reflect such PBM Proprietary Information or other Confidential Information. Employer, or its vendor or designee, shall certify such return and destruction, as the case may be, to CHLIC.

Appendix B - Cigna Home Delivery Pharmacy Specialty Drug List

THIS SPECIALTY DRUG LIST IS CONFIDENTIAL, PROPRIETARY INFORMATION OF CHLIC. IT IS PROVIDED SOLELY FOR EMPLOYER'S PLAN ADMINISTRATION PURPOSES. RE-DISCLOSURE IS STRICTLY PROHIBITED EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW. CHLIC RESERVES ALL LEGAL RIGHTS AND REMEDIES TO ENFORCE THESE PROHIBITIONS ON USE AND DISCLOSURE.

The Specialty Drug List shall be provided separately to Employer, and is hereby incorporated into the Agreement by reference, inclusive of any changes made subsequent to CHLIC's initial issuance of the Specialty Drug List to Employer to the pharmaceutical products included on the Specialty Drug List or the discounts pertaining to such pharmaceutical products. Upon Employer's request on or after the Effective Date, CHLIC shall provide to Employer an updated Specialty Drug List.

Currently Marketed Specialty Drugs on this Specialty Drug List. The discounts in this Specialty Drug List are the discounts that will be adjudicated in CHLIC's claim processing system for the drug indicated when dispensed by Cigna Home Delivery Pharmacy, subject to all of the following.

- The discounts in this Specialty Drug List are based on the terms and design of the Pharmacy Benefit that Employer has adopted and disclosed to CHLIC. Accordingly, if Employer fails to disclose to CHLIC, for example, that it uses or intends to use a consumer-driven health plan, a major cost-sharing program, or a utilization management program promoting generic or OTC drugs over brand drugs, CHLIC may adjust the discounts as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as CHLIC anticipated based on the terms and design of the Pharmacy Benefit previously disclosed to CHLIC and prior to CHLIC's discovery of the Pharmacy Benefit design feature that materially impacts CHLIC's discounts in this Specialty Drug List.

- The discounts in this Specialty Drug List shall not apply to Compound Drug claims, Claims that process at U&C, direct member reimbursement (DMR) Claims, and drugs adjudicated under the medical benefit.

- Any or all of the discounts in this Specialty Drug List may be adjusted by CHLIC to the extent reasonably necessary to preserve the economic value of this Agreement as it existed immediately prior to the occurrence of any of the following events: (a) there are any significant changes in the composition of CHLIC's pharmacy network or in CHLIC's pharmacy network contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CHLIC, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with or for the benefit of CHLIC are terminated or modified in whole or in part; or (d) there is any legal action or Law that materially affects or could materially affect the manner in which CHLIC's rebate program is administered or an existing Law is interpreted so as to materially affect or potentially have a material effect on CHLIC's administration of the Pharmacy Benefit; (e) there is a material change in the Plan or the Plan's Pharmacy Benefit that is initiated by Employer which impacts CHLIC's costs or (f) a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in the market, an issue involving the safety of the drug supply, or similar market situation.

New-to-Market Specialty Products. Specialty Drug Claims, excluding Limited Distribution Drugs and

Exclusive Distribution Drugs, that are for new-to-market drugs will have a minimum market-introduction guaranteed discount of 11.45% off the drug's AWP.

"Limited Distribution Drug" or "Exclusive Distribution Drug" shall mean a Specialty Drug that is not generally available from most or all pharmacies and is restricted to select pharmacies as determined by a pharmaceutical manufacturer. The list of Limited Distribution Drugs and Exclusive Distribution Drugs will be maintained by CHLIC.

Performance Guarantee Agreement

By and Between

Highlands County

"Employer"

And

Cigna Health and Life Insurance Company

And Applicable Affiliates

Collectively "CHLIC"

Effective Date: January 1, 2023

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Exhibit A – Performance Guarantees and Penalties

IMPLEMENTATION

Identification Card Delivery Implementation ID Card Timeliness. 98% of the ID cards will be mailed by the agreed upon Commitment Date in the Implementation Calendar. Results measured at Account Level.	Amount At Risk $7,680.15
Claim Readiness Implementation Claim Readiness. Benefit Profile and eligibility information loaded on claims processing system as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.	Amount At Risk $7,680.15
Call Readiness Implementation Call Readiness. Service Center(s) ready to respond to customer inquiries as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.	Amount At Risk $7,680.15
Implementation Satisfaction Implementation Satisfaction. Score of no less than three (3) on the question: Overall, how satisfied were you with your most recent installation experience with Cigna? in the Cigna HealthCare Implementation Survey. Results measured at Account Level.	Amount At Risk $7,680.15

SERVICE

Claim Time-to-Process Medical Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 90% of Claims Processed within 14 calendar days. Results measured at Account Level.	Amount At Risk $7,680.15
Claim Time-to-Process Medical Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 98% of Claims Processed within 30 calendar days. Results measured at Account Level.	Amount At Risk $7,680.15
Financial Accuracy Medical Financial Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 99% of total audited claim dollars are correctly paid. Results measured at Claim Platform Level.	Amount At Risk $7,680.15
Processing Accuracy Medical Processing (Overall) Accuracy. Measured for the term of the Agreement, results will meet or exceed: 95% of total audited claims correctly Processed. Results measured at Claim Platform Level.	Amount At Risk $7,680.15
Payment Accuracy Medical Payment Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 97% of total audited claims are correctly paid. Results measured at Claim Platform Level.	Amount At Risk $7,680.15

SERVICE

	Amount At Risk
Average Speed of Answer Medical ASA. Measured for the Term of the Agreement, results will not exceed: 45 seconds to answer a Call. Results measured at Special Account Queue Level.	$7,680.15
Call Abandonment Rate Medical Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 3% of Calls received terminated. Results measured at Special Account Queue Level.	$7,680.15
Automated Maintenance Eligibility Processing Medical Auto Eligibility Processing. Measured for the Term of the Agreement, results will meet or exceed: 99% files processed in 2 Business Days after the receipt of clean eligibility. Results measured at Account Level.	$7,680.15
Account Management Medical Account Management. Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly scorecards. Results measured at Account Level.	$7,680.20

DISCOUNT

Discount
One Way Medical Discount Guarantee. See Exhibit B3 for details. Results measured at Account Level.

This Performance Guarantee Agreement (this "**Agreement**") is between Cigna Health and Life Insurance Company and applicable affiliates (collectively "**CHLIC**" or "**Cigna**") and Highlands County ("**Employer**") each a "Party" and collectively, the "Parties," and is effective on January 1, 2023 ("**Effective Date**").

WHEREAS, in connection with certain services and programs that CHLIC is providing to Employer in connection with one or more employee welfare benefit plans sponsored by Employer (the "**Plan(s)**") under the applicable agreements between the Parties (individually or collectively, the "**Service Agreements and/or Policies**"), CHLIC and Employer desire to implement the performance guarantees identified in Exhibit A attached hereto, according to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, CHLIC and Employer hereby agree as follows:

Section 1. – Term and Termination

1. This Agreement is effective on the Effective Date and shall remain in effect for one (1) year or such other period specified in the applicable Exhibit B (the "**Term**") unless terminated sooner upon the earliest of the following dates:

1.1. The date when CHLIC ceases to administer the Plan(s) (other than run-out claim administration) or when the applicable Service Agreements and/or Policies are terminated or suspended;

1.2. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;

1.3. The Effective Date, in the event that any condition precedent listed in Section 3 or in the applicable Exhibit B is not satisfied.

2. This Agreement is not renewable unless otherwise specified in the applicable Exhibit B.

Section 2. – Definitions

1. The following terms used in this Agreement are defined as follows. Additional definitions applicable to a specific Performance Guarantee may be included in Exhibit B. Terms not defined in this section, the applicable Exhibit B, or otherwise in this Agreement shall be deemed to reflect the commonly understood industry meaning.

1.1. Account Level - means that performance shall be measured based upon performance with respect to the Employer's Plan(s) to which the Performance Guarantee applies.

1.2. Applicable Law - means the state, federal and/or international law and/or regulation that apply to a Party or the Plan.

1.3. Benefit Profile - means the benefits offered under a Plan, including plan design and structure.

1.4. Book of Business Level - means that performance shall be measured based upon all plans insured and or administered by CHLIC and its affiliates as determined by CHLIC.

1.5. Business Days - means the days of the week that CHLIC is open to the public for conducting business.

1.6. Employee - means a person who is employed by Employer and covered under the plan(s) .

1.7. Guarantee Period - means the period during which CHLIC's performance that is the subject of the Performance Guarantee will be measured, which shall be one (1) year from the Effective Date, unless otherwise specified in the applicable Exhibit B.

1.8. Party/Parties - means Employer and CHLIC, each a "Party" and collectively, the "Parties".

1.9. Payment Amount - means the amount payable, as determined by CHLIC under the criteria set forth in this Agreement, pursuant to the terms of a Performance Guarantee.

1.10. Performance Guarantees - means the guarantees identified in Exhibit A pursuant to which CHLIC commits to achieving specified levels of performance in connection with the applicable Service Agreements and/or Policies.

1.11. Plan Participants - means eligible persons enrolled in the applicable Plan(s) to which the specific Performance Guarantee applies.

1.12. Projected Population - means the number of Employees that Employer estimated would be enrolled in the applicable Plan(s) to which the specific Performance Guarantee applies on the Effective Date which is 789 medical enrolled Employees.

Section 3. – Conditions Precedent

1. Employer acknowledges and agrees that the following conditions precedent must be met in order for any Performance Guarantee set forth in this Agreement to be in effect, otherwise such Performance Guarantee is null and void:

1.1. This Agreement is signed by both Parties within three (3) months of the Effective Date;

1.2. Employer does not make a material change in Benefit Profile during the Term that, as reasonably determined by CHLIC, affects the performance being measured in the applicable Performance Guarantee;

1.3. CHLIC continuously administers the services to which the applicable Performance Guarantee applies for the entire Term;

1.4. Employer must be an active client of CHLIC for the type of coverage(s) to which this Agreement relates (e.g. Medical, Dental, Pharmacy, Vision, etc.) at the time any Payment Amount is otherwise payable by CHLIC under this Agreement;

1.5. This Agreement remains continuously in effect for the entire Term;

1.6. The Plan(s) applicable to a specific Performance Guarantee remains in effect throughout the Term;

1.7. The applicable Service Agreements and/or Policies to which the Performance Guarantee relates remains in effect throughout the Term of this Agreement, or the Employer treats the applicable Service Agreements and/or Policies as being in effect by materially performing its duties and obligations under the applicable Service Agreements and/or Policies throughout the Term of this Agreement;

1.8. The conditions precedent set forth in Exhibit B of a specific Performance Guarantee are met.

Section 4. – Evaluation of Performance and Payment Amounts

1. Performance Guarantees and the applicable levels of measurement and Payment Amounts are listed in Exhibit A. Any additional terms, conditions precedent and definitions, if applicable, for any Performance Guarantee, are listed in the applicable Exhibit B. In the event of a conflict between terms in the Agreement, the terms of the applicable Exhibit B shall control.

2. CHLIC will report to Employer on each Performance Guarantee (the "**Performance Reports**") within the specific time frame listed in the applicable Exhibit B for each specific Performance Guarantee.

3. Employer shall notify CHLIC in writing within sixty (60) days of receiving the Performance Report of any dispute concerning the Performance Report.

4. CHLIC or Employer, as applicable, shall pay any Payment Amount due under the Performance Report after the Guarantee Period. Upon prior written notice to Employer, CHLIC may offset the Payment Amount against any payments owed by Employer to CHLIC.

5. In the event that Employer fails to perform any of its obligations under the applicable Service Agreements and/or Policies in a way that affects CHLIC's ability to perform a function being measured in a Performance Guarantee, CHLIC reserves the right to adjust the Payment Amount, if any, to account for Employer's act or omission.

6. Performance Reports measure results for the entire Guarantee Period. Any quarterly or other periodic results shared with Employer are for informational purposes only.

7. No third party audit results will be used to measure performance under a Performance Guarantee.

8. Payment Amounts are based on the Projected Population and/or total amount of fees expected to be paid by Employer to CHLIC under the applicable Service Agreements and/or Policies. Payment Amounts are subject to change by CHLIC in the event that the Projected Population and/or total amount of fees paid by Employer under the applicable Service Agreements and/or Policies during the Guarantee Period changes.

Section 5. – Measurement Methodology/Changes

1. CHLIC shall apply its standard methodology, consistent with applicable industry standards, to measure its performance under a Performance Guarantee. Additional information about methodology for specific Performance Guarantees, if applicable, is detailed in the applicable Exhibit B. Industry standard codes, including but not limited to CPT, ICD-10, NDC and CDT codes, that are set by the industry or a government agency are subject to update/change. Any such updates/changes occurring after the Effective Date will be deemed incorporated into this Agreement without further action required by the Parties.

2. CHLIC may replace or modify Performance Guarantees if necessitated by a change in the way CHLIC systematically tracks or measures the applicable performance guaranteed. Any substitute Performance Guarantee will, to the extent reasonably possible, attempt to reflect the same underlying objective and performance level reflected in the original Performance Guarantee, consistent with its new measurement/tracking methodology. CHLIC shall explain the reasons for the change of a Performance Guarantee and the specifics of the substitute Performance Guarantee in writing at least 30 days prior to such change.

Section 6. – Modification of Agreement

Except as otherwise provided herein, no modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties.

Section 7. – Choice of Law

1. This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Connecticut, including its statutes of limitations, without regard to any conflict-of-laws or other rule that would result in the application of the law of a different jurisdiction.

2. The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements.

Section 8. – Resolution of Disputes

It is understood and agreed that any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("**Controversy**") shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

1. Any Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall initiate Executive Review by giving the other Party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response. Both the notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.
2. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request for Executive Review under Section 8.1., above, either Party may initiate mediation by providing written notice to the other Party, which shall be conducted in Hartford, Connecticut, in accordance with the American Arbitration Association commercial mediation rules ("**Mediation**"), and using American Arbitration Association mediators. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties. The Parties shall not, however, be required to mediate the Controversy.
3. In the event that a Controversy has not been resolved by Executive Review or Mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 8.2. above, in accordance with the American Arbitration Association commercial arbitration rules. The arbitration, shall be binding not only on all Parties to this Agreement but on any other affiliated entity controlled by, in control of or under common control with the Party to the extent that such affiliated entity joins in the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity regarding the Controversy may be instituted by any Party other than to enforce the award of the arbitrator.
4. The Parties intend the dispute resolution procedure described above to be a private undertaking. The Parties agree that an arbitration conducted under this provision will not be consolidated with an arbitration involving third parties not parties to this Agreement, including other plans administered in whole or in part by CHLIC or other affiliates of Cigna Corporation. The arbitrator will be without power to conduct arbitration on a class or representative basis. The Parties waive their rights to participate in a class action or representative proceeding regarding the Controversy that would otherwise be resolved through the process outlined in this Section 8. The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. All

disputed issues in a Controversy are for the arbitrator to decide, except the courts will decide those issues relating to the scope and enforceability of the arbitration provision.

The obligations set forth in this Section 8 shall survive the termination of this Agreement.

Section 9. – Third Party Beneficiaries

This Agreement is for the exclusive benefit of Employer and CHLIC. It shall not be construed to create any legal relationship between CHLIC and any other party.

Section 10. – Assignment and Subcontracting

No Party may assign any right, interest, or obligation hereunder without the express written consent of the other Party; provided, however that CHLIC may assign any right, interest, or responsibility under this Agreement to their affiliates and/or subcontract specific obligations under this Agreement provided that CHLIC shall not be relieved of its obligations under this Agreement when doing so.

Section 11. – Nondisclosure

This Agreement, the information CHLIC reports to Employer in connection with this Agreement, including the Performance Guarantee Reports and the Payment Amounts, are proprietary and confidential. Employer shall maintain the confidentiality of this Agreement and any information provided to Employer pursuant to this Agreement and shall not disclose either this Agreement nor said information to any other party without the express written consent of CHLIC. Employer is solely responsible for any authorized use or disclosure of confidential and proprietary information pursuant to this Section 11 whether by itself or any other party to which Employer disclosed said information and the consequences thereof.

Section 12. – No Waivers

No waiver by any party of a breach or default of any provision of this Agreement, failure by any party, on one or more occasions, to enforce any of the provisions of this Agreement, or failure by any party to exercise any right or privilege hereunder shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of such rights or privileges hereunder, unless and solely to the extent waived by the party against whom the waiver is sought in writing and signed.

Section 13. – Headings

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 14. – Severability

If any provision or any part of a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 15. – Survival

Provisions contained in this Agreement that by their sense and context are intended to survive completion of performance, termination or cancellation of this Agreement shall so survive.

Section 16. – Force Majeure

CHLIC shall not be liable for any failure to meet any of its obligations under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of CHLIC or its affiliates or subcontractors, its employees, officers, or directors. Such contingencies include, but are not limited to, acts or omissions of any person or entity not employed or reasonably controlled by CHLIC, its employees, officers, or directors, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental actions, laws, ordinances, rules or regulations.

Section 17. – Notices

Except as otherwise provided herein, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly made when (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) delivered electronically, or (d) deposited in the United States mail, postage prepaid, and addressed as follows:

To CHLIC:
Cigna Health and Life Insurance Company
2000 South Colorado, Blvd, Tower Three, STEs 1100, 1200
Denver, CO 80222
Attention: Thomas Whitmore, Risk & Underwriting Senior Director

To Employer:
Highlands County
600 South Commerce Avenue
Sebring, FL 33870
Attention: Randy Vosburg, County Administrator

The address to which notices or communications may be given by any Party may be changed by written notice given by one Party to the other pursuant to this Section.

Section 18. – Entire Agreement

As of the Effective Date, this Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all previous and contemporaneous agreements, understandings, inducements or conditions expressed or implied, oral or written, between the Parties, except as herein contained. Further, this Agreement shall not be modified by any shrink-wrap, click-wrap, browse-wrap, click-through, web-site based, online or use agreements ("Click-Wrap") that purport to be accepted or deemed accepted by download or online acknowledgment and to the extent of any conflict between this Agreement and the Click-Wrap, this Agreement shall control. Each Party acknowledges that in entering into this Agreement, it is not relying on any statement, representation, or warranty, other than those expressly set forth herein. Except as otherwise provided herein the provisions of this Agreement shall control in the event of a conflict with the terms of any other agreement regarding the subject matter herein.

Section 19. – Independent Contractors

The Parties' relationship with respect to each other is that of independent contractors and nothing in this Agreement is intended, and nothing shall be construed to, create an employer/employee, partnership, principal-agent, or joint venture relationship, or to exercise control or direction over the manner or method by which CHLIC performs services hereunder. No Party shall make any statement or take any

action that might cause a third party to believe such Party has the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other Party, unless set forth in this Agreement or expressly authorized in writing by a duly authorized officer of the other Party. For the avoidance of doubt, CHLIC is authorized to perform certain services on behalf of Employer under this Agreement and this provision is not intended to in any way diminish that authorization.

Section 20. – Reservation of Intellectual Property Rights

Each Party reserves all right, title, and interest in and to its respective copyrights, patents, trade secrets, trademarks, and other intellectual property, whether presently existing or hereafter authored, invented, developed, or acquired. Without limiting the foregoing, as between the Parties, CHLIC shall solely and exclusively own the systems, methodologies, and technology used to provide the services, all modifications, enhancements, and improvements thereto, and all associated intellectual property rights. No rights or licenses are granted to Employer other than the limited right to receive and use the services under and in accordance with this Agreement. CHLIC shall own and be free to use and incorporate without payment or other consideration to Employer any ideas, suggestions, recommendations, or other feedback provided to CHLIC in connection with its provision of the services. Nothing in this Agreement is intended or shall be construed to create any joint authorship, joint inventorship, or similar relationship or endeavor between the Parties.

The obligations set forth in this Section 20 shall survive termination of this Agreement.

Section 21. – Identifying Information, Internet Usage and Trademark

Each Party reserves all right, title, and interest in and to its respective trademarks, service marks, trade names, trade dress, logos, and other proprietary trade designations, whether presently existing or hereafter authored, developed, established, or acquired (collectively, "Marks"). Except as necessary in the performance of their duties under this Agreement or as separately agreed to in writing, no Party shall use the other Party's Marks in advertising or promotional materials or otherwise. All use of a Party's Marks shall remain subject to such Party's reasonable quality control and brand usage guidelines. Additionally, no Party shall establish a link to the other's World Wide Web site, without the owner's prior written consent. All goodwill arising from use of a Party's Marks shall inure exclusively to such Party's benefit.

The obligations set forth in this Section 21 shall survive termination of this Agreement.

Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below.

Cigna Health and Life Insurance Company	***Highlands County***
By: Aimee E. Burnham	By: _____
Printed Name: Aimee E. Burnham	Printed Name: _____
Title: Contractual Agreement Unit Manager Duly Authorized	Title: _____ Duly Authorized
Dated: September 16, 2022	Dated: _____

Exhibit B1 – Implementation

1. **Additional Definitions**

1.1. Commitment Dates – means the dates by which CHLIC must perform specific implementation services, as set forth in the Implementation Calendar.

1.2. Implementation Calendar – means the schedule that sets out the mutually agreed upon obligations for Employer and CHLIC in connection with the implementation of the Plan.

2. **Additional Conditions Precedent**

2.1. Benefit Profiles must be finalized and provided to CHLIC by Employer at least 60 days prior to the Effective Date or CHLIC confirms that the non-standard design and structure can be reasonably implemented at least 30 days prior to the Effective Date.

2.2. Employer or its designated agent must provide to CHLIC eligibility information for Plan Participants that is accurate, complete, accessible, and timely under the predetermined schedule.

2.3. The Implementation Calendar must be finalized and approved by Employer and CHLIC prior to the Effective Date.

2.4. Employer must fulfill its obligations in the Implementation Calendar, including timely, accurate and complete Plan Participant eligibility information and Benefit Profiles.

2.5. Employer must return the completed Account Implementation Survey within sixty (60) days of receipt, in accordance with paragraph titled "Overall Satisfaction with Implementation Services" below.

3. **Additional Terms**

3.1. The Guarantee Period for the Implementation Performance Guarantees is six (6) months beginning on the Effective Date.

3.2. Implementation Performance Guarantees set forth in this Exhibit shall be measured solely based on the timely, complete and accurate information provided by Employer or its designee to CHLIC as of the due dates set forth in the Implementation Calendar.

4. **Implementation Performance Evaluation Measures**

4.1. **Identification Card Delivery**

4.1.1. Identification Card Delivery – will be determined by whether CHLIC mailed or electronically delivered identification cards to Plan Participants by the dates indicated in the Implementation Calendar.

4.2. **Claim Readiness**

4.2.1. Claim Readiness – will be determined by whether all complete and accurate Benefit Profile and eligibility information for each eligible Plan Participant under the Plan was loaded on CHLIC's claims processing system as of the Commitment Date set forth in the approved Implementation Calendar.

4.3. **Call Readiness**

4.3.1. Call Readiness Performance – will be determined by whether Plan specifications were loaded into the applicable inquiry system with CHLIC ready to respond to Plan Participant inquiries as of the Commitment Date set forth in the approved Implementation Calendar.

4.4. **Overall Satisfaction with Implementation Services**

4.4.1. Overall Satisfaction with Implementation Services – will be determined by whether Employer is satisfied with the implementation process, as reflected by a score equal to or greater than the Implementation Satisfaction score indicated on Exhibit A on the question "Overall, how satisfied were you with your most recent installation experience with Cigna?" in the Cigna HealthCare Implementation Survey to be distributed to the Employer by CHLIC. The Account Implementation Survey shall be provided to the Employer within sixty (60) calendar days after the Effective Date; the Employer shall return the completed Account Implementation Survey results to CHLIC within sixty (60) days of receipt.

5. **Evaluation of Performance and Payment Amounts**

5.1. Within four (4) months of completion of Implementation, CHLIC shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment of each performance commitment set forth in this Agreement and any payments owed and make this information available to the Employer in a Performance Report.

Exhibit B2 – Service

1. **Additional Definitions**

1.1. Abandonment Rate – means the percentage of Calls received by the Special Accounts Queue resulting in the caller terminating the Call before speaking with a CSA.

1.2. Average Speed to Answer – means the sum of the total elapsed time between the moment when a Call is queued and the time the Call is responded to.

1.3. Call – means a telephone call received by the Special Account Queue from a member about a Claim or benefit provided by the Plan.

1.4. CHLIC's Standard Quality Assurance Audit Methodology – means the method by which CHLIC objectively measures claim quality by auditing claims to measure claim accuracy through identification of claim payment or processing errors that are based on data available to the claim processor at the time/day the claim was paid, that caused incorrect payment or correspondence that has a customer impact and that results in correctional work by CHLIC.

1.5. Claim – means a claim received by CHLIC for benefits under the Plan(s). If the term "claim" is used without a capital c, it refers to a claim received by CHLIC for benefits whether under the Employer's Plan(s) or under other plans.

1.6. Claim Platform Level – means the performance commitment is measured using a random sample of all the claims processed on the same claim engine that processes the Employer's Claims.

1.7. Customer Service Advocate ("CSA") – means a person whose job it is to respond to Calls.

1.8. Inquiry – means an activity generated as a result of a Call received about a Claim or benefit matter. One Call may result in one or more activities.

1.9. Maintenance Eligibility – means additions, deletions and changes in eligibility that are processed during the Guarantee Period.

1.10. Maintenance ID Cards – means ID Cards issued during the Guarantee Period for changes in member address, changes in enrollment, etc.

1.11. Processed – means that CHLIC has made a determination as to whether expenses for which a Claim/claim is made are covered and, if covered, determined the amount of reimbursement or determined that the Claim/claim is missing critical data which must be requested from an external source.

1.12. Special Account Queue – means a group of CHLIC associates that handle a specific block of business with similar Average Speed of Answer and Abandonment Rate requirements. For measurement purposes, results are derived by compiling combined results for all accounts with this requirement.

2. **Performance Guarantee Metrics**

2.1. **Claim Time-to-Process (TTP)**

Claim Time-to-Process - will be calculated by counting the number of Business Days or calendar days (as appropriate as determined by CHLIC) from the day that a Claim is received by CHLIC to and including the day the Claim is Processed. The day that the Claim is received will not be included in this calculation.

2.2. **Claim Quality**

2.2.1. **Financial Accuracy**

2.2.1.1. Financial Accuracy - will be determined by applying CHLIC's Standard Quality Assurance Audit Methodology to a statistically valid sample of Claims (Account Level) or claims (Claim Platform Level) processed during the Guarantee Period.

Financial Accuracy represents the sum of the absolute value of total dollars overpaid and the total dollars underpaid subtracted from the total dollars paid, divided by the total dollars paid, expressed as a percentage. Overpayments and underpayments are determined from auditing a statistically valid sample of Claims/claims paid during the Guarantee Period.

2.2.2. **Claim Processing Accuracy (Overall Accuracy)**

2.2.2.1. Claim Processing Accuracy (Overall Accuracy) - will be determined by applying CHLIC's Standard Quality Assurance Audit Methodology to a statistically valid sample of Claims (Account Level) or claims (Claim Platform Level) processed during the Guarantee Period.

Claim Processing Accuracy (Overall Accuracy) represents the total number of Claims/claims processed without any errors (both financial and non-financial errors) divided by the total Claims/claims processed, expressed as a percentage. The calculation of Claims/claims paid with error is determined from auditing a statistically valid sample of Claims/claims paid during the Guarantee Period.

2.2.3. **Claim Payment Accuracy**

2.2.3.1. Claim Payment Accuracy - will be determined by applying CHLIC's Standard Quality Assurance Audit Methodology to a statistically valid sample of paid Claims (Account Level) or claims (Claim Platform Level) processed during the Guarantee Period.

Claim Payment Accuracy represents the total number of Claims/claims processed without any payment errors, divided by the total Claims/claims processed, expressed as a percentage. The calculation of Claims/claims paid with financial error is determined by CHLIC from auditing a statistically valid sample of Claims/claims paid during the Guarantee Period.

2.3. **Inquiry**

2.3.1. **Average Speed of Answer (ASA)**

2.3.1.1. ASA - will be determined by measuring the sum of the total elapsed time between the moment when a Call is queued and the time the Call is responded to for all answered Calls, and then dividing that number by the total number of Calls answered during the Guarantee Period.

The calculation of ASA is based on all Calls received during the hours of operation during the Guarantee Period that are serviced in the Special Account Queue.

2.3.2. **Call Abandonment Rate**

2.3.2.1. Call Abandonment Rate - will be determined by dividing the total number of Calls received during the Guarantee Period that result in the caller terminating the Call after it is queued to a CSA, by the total number of Calls received during the Guarantee Period, expressed as a percentage.

The calculation of Call Abandonment Rate is based on all Calls received during the hours of operation during the Guarantee Period that are serviced in the Special Account Queue.

2.4. **Employer Service**

2.4.1. **Automated Maintenance Eligibility Processing***
*This Performance Guarantee shall not apply if Employer is using the Enrollment Maintenance Tool.

2.4.1.1. Additional Condition Precedent - This Maintenance Eligibility Processing Performance Guarantee is contingent upon the submission by Employer (or Employer's agent) of full electronic eligibility files containing no more than two (2) percent erroneous records. An "erroneous record" means any Plan Participant record lacking any of the accurate information necessary to correctly administer benefits, such as: correct spelling of the Plan Participant's name; applicable Social Security Number; date of birth; account number; division (if any); branch number; information to correctly identify plan and benefit structure, such as benefit option code, benefit structure, plan code, plan type, network ID (if the Plan uses provider networks); effective date of coverage; termination date; HIPAA privacy information (if any); member address and any other demographic data.

2.4.1.2. Maintenance Eligibility Processing - will be determined by dividing the number of eligibility files that met the performance standard during the Guarantee Period by the total number of eligibility files processed during the Guarantee Period, expressed as a percentage. Whether the performance standard has been met will be determined by counting the number of Business Days from the Business Day that the file is received by CHLIC to and including the Business Day the file is entered into the CHLIC eligibility system. The Business Day the file is received will not be included in this calculation.

2.5. **Account Management**

2.5.1. Account Management Performance Guarantee – will be met if CHLIC's Account Management Sales Team provides services to Employer of such quality that the designated Account Management Composite Score based upon four (4) quarterly scorecards during the Guarantee Period is met on the Account Management Report Card (sample available upon request).

2.5.2. Account Management Condition Precedent – This commitment is contingent on Employer completing its obligations in the "Evaluation of Account Management" subsection below, on a quarterly basis.

2.5.3. Evaluation of Account Management - At the beginning of the Term, Employer shall designate individuals on its benefits staff who will receive and complete the Account Management Report Card on a quarterly basis.

The Account Management Report Card will be distributed to Employer's designated staff members on a quarterly basis, shall be completed, signed and dated by them, and all returned to CHLIC by Employer within three (3) weeks of the distribution date. Failure of Employer to meet its obligations in this subparagraph and the subparagraph above shall nullify the Account Management Performance Guarantee.

Following the end of the Guarantee Period and receipt of the fourth (4th) quarterly Report Card from Employer, CHLIC will calculate the composite score in each performance assessment category by averaging the scores for the four (4) quarters of the Guarantee Period. The assessments of each of the designated staff members and each of the performance assessment categories will be weighted equally. The Account Management Performance Guarantee will be

deemed fulfilled if the average of the composite scores in each category ("Account Management Composite Score") is equal to or greater than the Account Management Composite Score indicated on Exhibit A.

2.5.4. Reservation of Right – CHLIC reserves the right to make changes during the Term in its staff/personnel assigned to provide Account Management services to Employer.

3. **Evaluation of Performance and Payment Amounts**

3.1. Within four (4) months after the end of the Term, CHLIC shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment of each Performance Guarantee set forth in this Agreement and make this information available to Employer in a Performance Report.

The Payment Amounts in Exhibit A have been established in relationship to the Projected Population. In the event that the actual number of Employees enrolled on the Effective Date is greater than one-hundred and ten percent (110%) of the Projected Population, the Employer reserves the right to increase the Payment Amounts in proportion to the variation between the actual and projected number of enrolled Employees. Correspondingly, CHLIC reserves the right to decrease the Payment Amounts in proportion to the variation between the actual and projected number of enrolled Employees in the event that the actual number of Employees enrolled on the Effective Date is less than ninety percent (90%) of the Projected Population.

Exhibit B3 - Discount

Table 1 - Networks

Rating Area	Rating Area Description	Guaranteed Discount
FLOAPG	FL, POLK*	61.0%
FLOAPL	FL, MARTIN	58.5%
FLOAPF	FL, FORT MYERS	63.3%
FLOAPH	FL, TAMPA	67.9%
FLOAPS	FL, SARASOTA	71.4%
FLOAPI	FL, BROWARD	64.1%
FLOAPK	FL, PALM BEACH	58.2%
FLOAPR	FL, SOUTH BROWARD	60.4%
TNOAPX	TN, TRI CITIES SOUTH	70.0%

**Based on discounts including Advent Health Sebring CSN discount adjustment*

1. **Additional Definitions**

1.1 Actual Discount – means the weighted average of all Service Area Discounts.

1.2 Covered Charges – means the fee-for-service charges submitted for reimbursement under the Plan for Covered Services provided by Participating Providers, exclusive of any discounts.

1.3 Covered Services – means health care services and supplies that are covered under the in-network coverage of the Plan and provided by Participating Providers.

1.4 Discount Target – means the weighted average of the Service Area Discount Targets.

1.5 Eligible Charges – means Covered Charges minus discounts.

1.6 Fees at Risk – means the amount identified in Section 4 that will be used to calculate the amount that either Party may be required to pay the other under this Agreement.

1.7 Participating Provider – A hospital, physician or other provider of health care Covered Services that has directly or indirectly contracted with CHLIC to provide Covered Services to Plan Participants at negotiated rates of reimbursement and is identified in CHLIC's provider directory (excluding wrapper networks such as BeechStreet).

1.8 Plan – means the program of medical welfare benefits which Employer has adopted for its Plan Participants and which is administered by CHLIC. The term "Plan" shall include each change, as of its effective date, which has been adopted by Employer and accepted by CHLIC as compatible with its Performance Guarantee obligations hereunder. Such adoption and acceptance shall be documented in writing and executed by an authorized officer of each of the Parties.

1.9 Service Area – means all geographic locations, listed in Table 1.

1.10 Service Area Discount – means the discount that is calculated by dividing the Eligible Charges by the Covered Charges and subtracting the result from one (1). [Example – if Covered Charges are $100 and Eligible Charges are $75, then 75 divided by 100 is .75; one minus .75 is .25, resulting in a 25% discount].

1.11 Service Area Discount Target – means the percentage discount from Covered Charges that CHLIC expects to achieve through its Participating Provider agreements during the Guarantee Period for all Covered Services in a given Service Area. The Service Area Discount Target for each Service Area is identified in Table 1.

1.12 Service Termination Date – means the date on which the CHLIC Service Agreement(s) and/or Policy(ies) with respect to the Plan ends (not counting any run-out periods).

2. **Additional Conditions Precedent**

2.1 This Discount Performance Guarantee applies only to Service Areas approved by CHLIC and identified in Table 1.

2.2 This Discount Performance Guarantee Agreement and the calculations herein do not apply to:

2.2.1. Charges that are not fee-for-service charges for Covered Services (including e.g. capitation payments and performance-based incentive payments, etc.);

2.2.2. Charges for services/supplies that are not Covered Services (including e.g. charges that are not covered due to coordination of benefits, plan exclusions, utilization management denials, pended/duplicate claims, etc.);

2.2.3. Charges made by providers in a Service Area that are not Participating Providers in the Service Area;

2.2.4. Services from a provider that is "pay as billed" defined as a provider that either routinely files claims with Covered Charges = Eligible Charges or the provider does not file Covered Charges;

2.2.5. Charges made by any Cigna company or affiliate as a provider;

2.2.6. Claims exceeding $100,000, which will be removed in their entirety from the calculations related to CHLIC's performance; and

2.2.7. Claims for persons age 65 or over.

2.3 In the event any federal, state or local legislation or regulation (a) impacts CHLIC's ability to enter into Participating Provider agreements in one or more Service Areas, or (b) affects the Eligible Charges in one or more Service Areas, CHLIC reserves the right to revise the Service Area Discount Targets to account for such changes.

2.4 When determining the Discount Target for future periods, CHLIC based the Discount Target on a projected increase in Covered Charges using projections from a third party ("**Projected Trend**") and computed the Discount Target based on that projection. In the event that the actual increase in Covered Charges during a period for which that projection was used (including the Guarantee Period) is lower than the Projected Trend for Covered Charges by 1.0% or more, for all Service Areas combined, CHLIC may revise the Discount Target to reflect the difference between the actual increase in Covered Charges and the Projected Trend.

2.5 In the event there is a substantial change (including but not limited to the addition or termination of a participating hospital) in CHLIC's network in the Service Area that affects the Participating Provider discounts expected in the Service Area, CHLIC may revise the Performance Guarantees hereunder to account for such change.

3. Performance Guarantee Evaluation Methodology

3.1 Discount Target – Prior to the Guarantee Period, CHLIC will identify the Service Area Discount Target(s) to be achieved during the Guarantee Period in each Service Area. These Service Area Discount Targets are identified in Table 1. After the end of the Guarantee Period, CHLIC shall calculate the weighted average of all Service Area Discount Targets for the Guarantee Period (the "**Discount Target**"). In calculating the Discount Target, the proportional relevance assigned to each Service Area Discount Target will be determined by dividing the total of all Covered Charges for that Service Area during the Guarantee Period by the total Covered Charges for all Service Areas within the same period.

3.2 Actual Discount – Within five months after the end of the Guarantee Period, CHLIC shall calculate the Service Area Discount(s) actually achieved during the Guarantee Period in each Service Area. CHLIC shall then calculate the weighted average of all the Service Area Discounts during the Guarantee Period (the "**Actual Discount**"). In calculating the Actual Discount, the proportional relevance assigned to each Service Area Discount will be determined by dividing the total Covered Charges for that Service Area during the Guarantee Period by the total Covered Charges for all Service Areas during the same period.

4. Risk-Sharing Performance Guarantees

4.1 If the Actual Discount is within 3 percent (i.e., that number of percentage points plus or minus) of the Discount Target (the "**Risk Free Corridor**"), no amounts will be owed by CHLIC under this Agreement.

4.2 If the Actual Discount is less than the Discount Target and not within the Risk Free Corridor, CHLIC will pay or credit to Employer.

4.3 $2.63 Per Employee Per Month if the Actual Discount is greater than 3 percentage points to 5 percentage points of the Discount Target; or

4.4 $5.25 Per Employee Per Month if the Actual Discount is greater than 5 percentage points of the Discount Target.

5. **Evaluation of Performance and Payment Amounts**

5.1 CHLIC shall provide the Performance Report to Employer within five (5) months following the end of the Guarantee Period.

5.2 CHLIC or Employer, as the case may be, shall pay or credit to the other Party any amounts due under this Agreement within sixty (60) days) following delivery by CHLIC of the Performance Report.

HIGHLANDS COUNTY
BOARD OF COUNTY
Purchasing Division

RECOMMENDATION FOR AWARD
RFP 22-025-LKD
Health Insurance

Proposal Opening Date: 8/18/2022

	AVERAGED SCORE	RANK
Aetna Life Insurance Company	240	2
Cigna Health and Life Insurance Company (CHLIC)	**285**	**1**
United Healthcare	225	3
Voya Financial	non-responsive	0

Local Preference was not used to award this project.

Notice of Intent to Award is posted to HCBCC.NET at 5:00 P.M. on 9/1/2022

End of protest period: 4 P.M. on 9/7/2022

Recommendation:

Recommed awarding to the highest ranked responsive and responsible proposer
Notice of Intent to Award to **Cigna Health and Life Insurance Company (CHLIC)**

This award will be for the **contract period** and coverages will be **renewed annually upon mutual agreement** in accordance with the solicitation documents and with the approval as required by the Board approved Purchasing Manaual.

Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2022.09.08 10:16:46 -04'00'

Lori DeLoach Purchasing Manager Date

Tanya Cannady Digitally signed by Tanya Cannady Date: 2022.09.08 11:21:54 -04'00'

Tanya Cannady, Business Services Director Date

Recommendation approved by:

Laurie A Hurner Digitally signed by Laurie A Hurner Date: 2022.09.08 13:15:25 -04'00'

Laurie Hurner, Interim County Administrator Date

This is not a notice to proceed.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:	**Sherri Bennett, Human Resources Manager** **Elaine Wood, Human Resources Generalist**
SUBJECT/TITLE:	**Request approval of Wellness Budget for the plan year 2021/2022 Plan to be used by December 31, 2022.**

STATEMENT OF ISSUE

Each year the County's Health Insurance carrier provides dollars for employees to participate in Wellness activities. The Human Resources Department is proposing to use the $100,000 in Wellness funds for the following activities:

-Partner with Advent Health for in person & virtual Wellness Activities
-Partner with Omada - a subsidiary of Cigna that provides Diabetes and Hypertension Prevention programs
-Motivate Me - a program on Cigna's website that allows employees to earn "points" for wellness activities which can then be converted to Gift Cards
-Wellness-In-A-Box activities provided by Gehring Group and run by Agency staff

RECOMMENDED ACTION

Move to approve Wellness Budget as presented.

FISCAL IMPACT

No fiscal impact, all wellness dollars are pre-approved and reimbursed by the carrier.

Attachments: Cigna Wellness Dollars proposal 2021.2022.pdf

Cigna Wellness Dollars

October 2021 – December 2022

Omada

Program for Assistance with Hypertension, Pre-Diabetes, Diabetes, Diabetes with Hypertension

Funded for another year from the 2020/2021 $100,000 funding

Advent Wellness Program

$11,500 for new contract for October 2022 to June 2023

Open Enrollment Wellness Prizes

$25,000 for November Open Enrollment

Motivate Me Rewards Maximum per person $100

$3,850 for 3 Cigna challenges 2022

$6,250 estimate for Cigna tracked Health Assessment ($25), Annual Physical ($25), OB/Gyn exam ($25), Flu shot ($25)

Suggestion for Motivate Me Rewards for 2023:

Increase maximum per person to $150 and increase incentive for Annual Physical to $75

Total for 2021/2022:

Programs: $46,600

Gift cards: $53,400

AdventHealth Proposal
Highlands County Employee Wellness Program

Weekly Virtual Wellness Classes (30) - $250/class, $7,500 total

- October 2022 – June 2023
- Once per week via Microsoft Teams
    - Optional – Rotate class times every other week to accommodate various work shifts
- General health education, professional guest speakers, virtual cooking demonstrations with take-home recipes, and Q&A with dietitians
- Free on-demand video library of all wellness classes with quizzes

Wellness Incentives

- **A $10 voucher to a local food vendor** - $3,200 total
    - First 20 participants to attend class and complete video quiz each month Vendors:
    - McElroy Farmer's Market, Sebring
    - Green Leaf Vegan Kitchen, Sebring (pending)

- **A guest pass to a group fitness class** each month ($5/pass) - $800 total
    - First 10 participants to attend class and complete video quiz each month
    - AdventHealth Lake Placid and/or Wauchula Wellness Centers

- **Discounted Monthly Rate** to AdventHealth Lake Placid and Wauchula Wellness Centers
    - $22 enrollment fee, $30/monthly membership - Available to family members, includes unlimited group fitness classes and 24-hour access to the gym

- A free **Personal Training Assessment** (by appointment only)
    - AdventHealth Lake Placid and/or Wauchula Wellness Centers Includes:
    - Body Weight, BMI, and Body Composition
    - Blood Pressure
    - Grip Strength
    - Flexibility
    - Cardio Steps Test
    - Postural Assessment
    - General Fitness Consult

-

  Registered Dietitian (by appointment only) - $50 per visit
  - Virtual, one-on-one
  - Includes an initial evaluation of nutrition needs and a personal nutrition program designed to meet personal health goals.
  - Follow-up session includes ongoing nutritional counseling, review of food log as well as personalized recommendations.

Outcomes & Measures of Success:

- Qualitative wellness screening of participants prior to enrollment in classes and repeated at the end of the year.
- Data analysis with goal of improving selected key metrics related to chronic disease delivered to HR at the end of the program year.

Fees:

- $50.00 per visit for Nutritional Counseling with a Registered Dietician
- Wellness Classes:
  - $250 per wellness class.
  - $10 per 40 participants each month to be applied toward food from McElroy's Farmer's Market.
  - $5 per 20 participants each month for free group fitness class.

Example:

Cost for class: $250 x 30 classes =$7,500
Cost for Vouchers: $10 x 40 participants/month x 9 months = $3,200 Cost

for Group Fitness Passes: $5 x 20/month x 8 months = $800

Total: $11,500

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 4, 2022

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-02 for Budget Amendment 22-23-002 to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.**

STATEMENT OF ISSUE

This budget amendment is necessary to realign and appropriate budgeted funds within the General Fund to accomplish grant/program goals for FY22/23 for Law Enforcement Maintenance, County Jail Maintenance, and Detention and Correction-Medical; to realign and setup budgeted FY 22/23 projects for Avon Park Law Enforcement Services (22016), Environmental Law Enforcement Program (22015), College Resource Deputy Program (22014), School Resource Program (22017), Law Enforcement Salary Assistance-LESA (22018) and Cops Hiring Program (20022).

RECOMMENDED ACTION

Move to adopt Resolution 22-23-02 for budget amendment 22-23-002 to realign the Sheriff's FY 22/23 budgeted funds within the General Fund.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning and setting up grant/project funds within the General Fund that have been budgeted or offset by incoming revenues in a total amount of $6,745,284.

Attachments: 22-23-002 Sheriff Appropriation (BA).pdf
22-23-002R Sheriff Appropriation (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
September 23, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **9/21/2022** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **See List Page**

PROJECT(S) #: **See List Page** PROJECT TITLE(S): **See List Page** COST CENTER TITLE(S): **See List Page**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3325	53400	Contractual Services		285,841.00		285,841.00	0.00
E	005	3101	53001	Operating Expense-Elected Official		3,025,535.00	285,841.00		3,311,376.00
E	005	3324	53100	Professional Services		997,460.00		997,460.00	0.00
E	005	3323	53001	Operating Expense-Elected Official		792,630.00	997,460.00		1,790,090.00
E	005	3322	54100	Communications & Freight		743,766.00		743,766.00	0.00
E	005	3323	53001	Operating Expense-Elected Official		1,790,090.00	743,766.00		2,533,856.00

REASON: **To realign and appropriate budgeted funds for Law Enforcement Maintenance, Detention and Correction-Medical, County Jail Maintenance and to realign and setup budgeted FY 22/23 projects for Avon Park LE Services (22016), Environmental Law Enf Program (22015), College Resource Deputy Program (22014), School Resource Program (22017) and Law Enforcement Salary Assistance-LESA (22018).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 22-23-002

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

XX	ITEM TO ITEM
	RESERVE
XX	BY RESOLUTION
	SUPPLEMENTAL BUDGET

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-002

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3421000Z	Law Enforcement Svcs-Avon Park		2,510,610.00		2,510,610.00	-
R	005		3421000Z	Law Enforcement Svcs-Avon Park	22016	-	2,510,610.00		2,510,610.00
E	005	3327	54900Z	Project Other Chg & Obligations		4,001,702.00		2,510,610.00	1,491,092.00
E	005	3101	51001Z	Project Personal Services-Elected	22016	-	2,324,639.00		2,324,639.00
E	005	3101	53001Z	Project Operating Expense-Elected	22016	-	185,971.00		185,971.00
R	005		3810000Z	Project Interfund Transfer		114,396.00		114,396.00	-
R	005		3810000Z	Project Interfund Transfer	22015	-	114,396.00		114,396.00
E	005	3327	54900Z	Project Other Chg & Obligations		1,491,092.00		114,396.00	1,376,696.00
E	005	3101	51001Z	Project Personal Services-Elected	22015	-	103,810.00		103,810.00
E	005	3101	53001Z	Project Operating Expense-Elected	22015	-	10,586.00		10,586.00
R	005		3429000Z	School Resource Officer Program		1,018,176.00		56,162.00	962,014.00
R	005		3429000Z	School Resource Officer Program	22014	-	56,162.00		56,162.00
E	005	3327	54900Z	Project Other Chg & Obligations		1,376,696.00		56,162.00	1,320,534.00
E	005	3101	51001Z	Project Personal Services-Elected	22014	-	51,797.00		51,797.00
E	005	3101	53001Z	Project Operating Expense-Elected	22014	-	4,365.00		4,365.00
R	005		3429000Z	School Resource Officer Program		962,014.00		962,014.00	-
R	005		3429000Z	School Resource Officer Program	22017	-	962,014.00		962,014.00

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-002

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3327	54900Z	Project Other Chg & Obligations		1,320,534.00		962,014.00	358,520.00
E	005	3101	51001Z	Project Personal Services-Elected	22017	-	887,162.00		887,162.00
E	005	3101	53001Z	Project Operating Expense-Elected	22017	-	49,852.00		49,852.00
E	005	3101	56001Z	Project Capital Outlay	22017	-	25,000.00		25,000.00
R	005		3342130Z	FDLE Grant		945,000.00		945,000.00	-
R	005		3342130Z	FDLE Grant	22018	-	945,000.00		945,000.00
E	005	3327	51001Z	Project Personal Services		945,000.00		945,000.00	-
E	005	3101	51001Z	Project Personal Services-Elected	22018	-	945,000.00		945,000.00
R	005		3312600Z	Cops Grant		71,301.00		71,301.00	-
R	005		3312600Z	Cops Grant	20022	-	71,301.00		71,301.00
E	005	3327	54900Z	Project Other Chg & Obligations		358,520.00		130,035.00	228,485.00
E	005	3101	51001Z	Project Personal Services-Elected	20022	-	130,035.00		130,035.00
									-
									-
									-
									-
									-

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-002

FUND(S)	FUND TITLE(S)
005	General

COST CENTER(S)	COST CENTER TITLE(S)
3101	Sheriff - 005
3322	County Jail Maintenance
3323	Detention & Correction
3324	Detention & Correction Medical
3325	Law Enforcement Maintenance
3327	Law Enforcement Other

FND	CST CTR	PROJ #	PROJECT TITLE
005	3101	22016	AP Law Enf Svcs FY 22-23
005	3101	22015	Env Law Enf Prog 22-23
005	3101	22014	College ResourceDeputy Program 22-23
005	3101	22017	SRO Program FY 22-23
005	3101	22018	LESA (Law Enforcement Salary Assistance)
005	3101	20022	2020 Cops Hiring Prog

FND	CST CTR	PROJ #	PROJECT TITLE

RESOLUTION NO. 22-23-02

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-002 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-002 is hereby approved and authorized to set up and appropriate budgeted funding into their respective Projects/accounts for Projects 22016 - Avon Park Law Enforcement Services, 22015 - Environmental Law Enforcement Program, 22014 - College Resource Program, 22017 - School Resource Program, 22018 – LESA (Law Enforcement Salary Assistance) and 20022 - Cops Hiring Program with net Fiscal impact of $0.00 (zero), as all funds were anticipated and set up during the budgetary process.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters

relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 4th day of October, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of September 27, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
N/A	Revisions to Planning & Zoning Commission membership	
N/A	Lake Placid Fire Station	
N/A	Fire Union matters	
1	Hospital Legislation and sale issues	
N/A	Numbers of dogs/cats in residential areas	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Future Growth Funding Advisory Committee and objectives of same	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Laurie Hurner, Interim County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of September 21, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Project Updates (FINAL) 10.04.2022.pdf
Status - Commissioner's Priorities (FINAL) 10.04.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
5	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction began 01/06/2022	Construction Final Completion	01/06/23
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Approval of MOT Plan	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction began 02/01/2022 - On Schedule	Board approval of Amendment No. 4 to replace inlet cover.	09/20/22
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	100% Design underway	Engineering staff is addressing FDOT ERC comments and Purchasing is reviewing the BID documents	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	CO No. 1 approved adding 70 days to project to extend the Substantial Completion Date to 10/17/22 and Final Completion Date to 11/16/22 due to supplier delays in obtaining light poles and accessories.All work completed except electrical installation for light poles.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	100% Design underway	Engineering staff is addressing FDOT ERC Comments for final design.	Ongoing
12	Solid Waste	New Cell Expansion - Project No. 21078	Design NTP issued 9/14/22	Design Contract awarded to Jones Edmunds & Assoc. on 9/6/22. Kick-off meeting held 9/14/22.	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Responses to Requests for additional information submitted to SFWMD and FDEP.	Eagle nest removed removed in September in accordance with USFWS permit. Additional RAI comments submitted to SFWMD and DEP for permits.	Ongoing
14	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
15	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. An RFP will be out soon and open for 2-months. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds and being able to apply for future funding.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Economic Development	Broadband/ Highspeed Internet	Actively working with Purchasing to complete the RFP. Spring Lake returned the ARPA Funds as other funding became available.	To monitor Office of Broadband and State initiatives	Ongoing
17	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis remount on order. We are awaiting ETA's on delivery of the rescues due to supply chain issues and chassis delays. 1 Air/Light unit delivered. 1 new Engine delivered and placed at Station 1 in Avon Park Construction and planning continues on Fire Stations 20 and 36.Water tank installed at Station 45 in Venus. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
18	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
19	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by 2022. City staff is short handed so having trouble completing their portions.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by 2022.	Summer 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from September 20, 2022 to October 3, 2022

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

PRESENTER: **Jeff King, Executive Manager, Business & Economic Development**

SUBJECT/TITLE: **Letter of Support for South Florida State College**

STATEMENT OF ISSUE

Highlands County Office of Economic Development endorsed South Florida State College's (SFSC) project proposal for National Science Foundation (NSF) Advanced Technological Education (ATE) project funding. On September 20, 2022 at the regular scheduled board meeting the Letter of Support was executed by the Chair.

RECOMMENDED ACTION

None. This is being provided as informational purposes only.

Attachments: NSF-ATE Grant letter - 09.020.2022.pdf

September 16, 2022

Dear NSF-ATE Program Officer:

Highlands County Office of Economic Development is pleased to endorse South Florida State College's (SFSC) project proposal for National Science Foundation (NSF) Advanced Technological Education (ATE) project funding. Highlands County enjoys a strong working relationship with SFSC and we support the College's efforts to prepare students for career opportunities in managing and maintaining virtualized servers, hardware, and software in cloud computing environments.

Highlands County is committed to a variety of collaborative opportunities, including:

- contributing to the oversight and evaluation of this project,
- hosting internships to provide students with opportunities to apply their knowledge and skills relevant to the project's learning outcomes,
- considering successful and qualified graduates for relevant career opportunities throughout the Highlands County organization,
- and contributing to student course content development.

Our economic development offices appreciate the opportunity to assist SFSC and its students with its efforts to advance the progress of science. We look forward to having students share their newly developed skills and experiences with staff at the County offices, including practitioners and IT architects. Additionally, we recognize this project's potential to enhance our organization's technical skills.

Sincerely,

Kathleen D. Rapp

Kathleen G. Rapp
Chair, Highlands County Board of County Commissioners

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT