# BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. HEALTH OPTIONS, INC.

# ACCOUNTING AND RETENTION AGREEMENT (Proshare)

This is an Agreement (hereinafter "Agreement") between Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue and Health Options, Inc., (hereinafter jointly referred to as "Florida Blue"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and Nassau County Board of County Commissioners, (hereinafter "the Group") located at 96135 Nassau Place Suite 5, Yulee FL 32097.

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

WHEREAS, Health Options, Inc., has agreed to provide the HMO part of the GHP, and Florida Blue has agreed to provide the insurance part of the GHP; and

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

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

#### I. TERM

The initial term of this Agreement shall begin on <u>January 1, 2024</u>, (the effective date) and shall end on <u>December 31, 2025</u>, (the termination date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

During the term of this Agreement, the Group agrees to: a) maintain enrollment that does not decline to one hundred (100) or fewer contracts for two consecutive months or three nonconsecutive months during a single contract period, and b) meet or exceed the minimum participation guidelines set forth in the True Group Application. In the event the Group is unable to maintain adequate enrollment, this Agreement may be terminated and no settlement will be prepared and the Group will not be eligible for this funding arrangement in the future.

#### II. BENEFIT PLAN

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

#### III. PREMIUM PAYMENTS

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

#### IV. SETTLEMENT ACCOUNTING

Within one hundred twenty (120) days after the end of the entire term of the Agreement, Florida Blue shall prepare and furnish to the Group a Settlement Accounting of their operations of the term. This Settlement Accounting shall include operations under all coverages of the Agreement and shall set forth the following:

- (a) Earned Premium
- (b) Incurred Claims less claims in excess of the pooling point
- (c) Capitation Charges, if applicable
- (d) Pooling Charges (not included in administrative charges)
- (e) Administrative Charges as set forth on Exhibit A

If Earned Premium is greater than the sum of Incurred Claims less claims in excess of the pooling point, Capitation Charges, Pooling Charges and Administrative Charges, 50% of this excess will be returned to the Group.

The accounting is an aggregation of the contract periods encompassed in the term of the Agreement. If the Group cancels prior to <u>December 31, 2025</u>, any such excess will not be available for return to the Group.

If Earned Premium is less than the sum of Incurred Claims less claims in excess of the pooling point, Capitation Charges, Pooling Charges and Administrative Charges, the deficit will be retained by Florida Blue.

# V. TERMINATION

This Agreement may be terminated at any anniversary of the effective date by either party by giving the other party at least 45 days prior written notice of such termination.

#### VI. MODIFICATION OF RATES

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

The administrative charge shall remain the same for the duration of the Agreement. The rates and pooling charge for subsequent contract periods after the initial contract period of

the term of the Agreement will be set forth and presented to the Group on a revised Exhibit A. All other provisions of this Agreement shall remain in effect without modification.

### VII. LATE PAYMENT/CHARGE

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to Florida Blue up to ten (10) days after such due date without a late payment charge. Payments received by Florida Blue eleven (11) to thirty-one (31) days after such due date may be subject to a late payment charge. The parties shall negotiate and shall agree upon the amount of any late charges due and owing under this Section prior to Florida Blue's request for payment of the same.

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

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

# VIII. RENEWAL

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

# IX. INCONSISTENCIES

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

#### X. SURVIVAL

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

#### XI. WAIVER OF BREACH

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

#### XII. GOVERNING LAW

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

#### XIII. SEVERABILITY

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

# XIV. AMENDMENT

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that Florida Blue may make changes necessary to comply with State and Federal laws upon sixty (60) days' notice to the Group.

# XV. ENTIRE AGREEMENT

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

#### XVI. NOTICES

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

#### XVII. SEPARATE CORPORATIONS

Florida Blue and Health Options, Inc., are separate corporations. Nothing in this Agreement shall be construed, for any purpose whatsoever, to make either liable for the actions of the other.

# XVIII. PROVIDER NETWORKS

Florida Blue's Health Care Provider Networks are subject to change and may be modified at any time during the term of this Agreement without notice to or consent of the Group or any Group Member.

BLUE CROSS & BLUE SHIELD OF FLORIDA, INC. d/b/a FLORIDA BLUE & HEALTH OPTIONS, INC.

| Ву:              | David Hunter                           |
|------------------|--|
| Name:            | David Hunter                           |
| Title:           | Vice President                         |
| Date:            | 5/2/2024                               |
|                  |  |
| NASSA            | U COUNTY BOARD OF COUNTY COMMISSIONERS |
| Ву:              | All My                                 |
| Name:<br>Printed | John F. Martin                         |
| Title:           | Chairman                               |
| Date:            | 6-3-24                                 |

| Attest a | as to | authenticity | of | the |
|----------|-------|--------------|----|-----|
| Chair's  | siar  | nature:      |    |     |

JOHN A. CRAWFORD Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

Denise ( May

DENISE C. MAY

# EXHIBIT A TO THE ANNUAL ACCOUNTING AND RETENTION AGREEMENT WITH NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS GROUP NO. 30749

A. Premium rates effective: January 1, 2024 through December 31, 2024

Blue Care Plan 46: Single: \$ 657.50

E/S: \$1,361.03 E/C: \$1,236.11 Family: \$2,087.58

Blue Care Plan 60: Single: \$ 847.11

E/S: \$1,753.46 E/C: \$1,592.48 Family: \$2,689.45

Blue Options Plan 03769 Single: \$894.46

E/S: \$1,852.47 E/C: \$1,682.43 Family: \$2,841.36

Blue Options Plan 05192/93 Single: \$ 622.38

E/S: \$1,288.27 E/C: \$1,170.07 Family: \$1,976.03

- B. Administrative charges effective: <u>January 1, 2024</u> through <u>December 31, 2024</u> 11.15% of earned premium
- C. Pooling effective: January 1, 2024 through December 31, 2024

Pooling Level: \$255,000 Per Individual Pooling Charges: 6.89% of earned premium

D. Portion of excess returned to Group (if applicable): 50%









# LARGE GROUP EMPLOYER APPLICATION

| Group Name (full and complete legal name):   | NASSAU COUNTY BOARD OF<br>COMMISSIONERS   | COUNTY  | Group #:  | 30749                                  |  |
|--|---|---|---|--|--|
| Doing Business As:   |   | 1   | Effective Date:   | 01/01/2024                             |  |
| Contract Type: ☑ New ☐ Renewal   | ☐ Other_  | -   |   |  |  |
| I. Selection of Coverage*  |   |   |   |  |  |
| Coverage Selected:   Health  Vision  | ☐ Dental  |   |   |  |  |
| (For detailed information refer to Section IV: Be Blue Cross and Blue Shield of Florida, Inc., DB Inc., DBA Truli for Health, Capital Health Plan I application. Florida Combined Life Insurance C   | A Florida Blue, Health Options, nc. (CHP), are the carriers for h   | Health and Vision I                                   | Plan offerings in                                       | this                                   |  |
| II. Group Information  |   |   |   |  |  |
| 1. SIC Code: 9199  | 2. Nature of Business:  |   |   |  |  |
| 3. Tax ID Number: 591863042  | 4. Workers' Compensati  |   | ORIDA MUNICIPA<br>SURANCE TRUS                          |  |  |
| The Policy excludes expenses for any service Insured's job or employment (e.g., any service medically necessary services (not otherwise e that lack of coverage did not result from any ir applies to an individual who elects exemption Workers' Compensation coverage available to   | e or supply which is covered by<br>excluded) for an individual who is<br>intentional action or omission by<br>from Workers' Compensation of | Workers' Compens not covered by Votat individual. The | nsation insurance<br>Vorkers' Compe<br>ne foregoing exc | e) except for<br>nsation and<br>lusion |  |
| Group Addresses  |   |   |   |  |  |
|  | B5 NASSAU PL STE 1 EE State: Fl   | 7:  | Code: 32097   | 7                                      |  |
| County: Nassau City: YUL   | EE   State: Fl  | L ZIF   | Code: 32097   |  |  |
| Group Contact Information  |   |   |   |  |  |
| Decision-Maker Name:     John Martin   | Email:<br>jmartin@nassaucountyfl.com  |   |   | one Number:<br>) 570-2594              |  |
| Location(s) (if applicable):   |   |   |   |  |  |
| Primary Benefit Administrator Name:     Brittany Sloan   | Email:<br>boneal@nassaucountyfl.com   |   |   | ne Number:<br>530-6075                 |  |
| Location(s) (if applicable):   |   |   |   |  |  |
| Common Ownership, Subsidiary & Affiliate Info  | rmation   |   |   |  |  |
| <ol> <li>Is your organization considered a single e<br/>subsection (b), (c), (m) or (o) of section 414</li> </ol>  | mployer (i.e., as part of a contro  |   |   |  |  |
| Prior Carrier Information  |   |   |   |  |  |
| the same and the s | eplacing Similar Coverage?  | If Yes  |   |  |  |
|  | opinonia contrago.  | Prior Carrier Na                                      | ame Termina   | tion Date                              |  |
| Health 🗵   | Yes No  | AETNA HEALT<br>PLANS                                  | TH 12   | /31/2023                               |  |
| Billing Options  |   |   |   |  |  |
|  | e Bill by Location  | le Bill by Other Ca                                   | tegories  |  |  |
| _  | atom Categories   |   |   |  |  |

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

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| <u> </u>  |                           |                    |                      |                            |               |                  |                    |
|---|---------------------------|--------------------|----------------------|----------------------------|---------------|------------------|--------------------|
| Applicant Group Name (full NASSAU COUNTY BOAR   |                           |                    |                      | Tax ID 591863042           | 1             | Group #<br>30749 | (if applicable)    |
| 10.100.10 0001111 00.111  | 3 0. 000                  | 00.0.12.10         |                      | 1 00 10000 12              |               | 001 10           |                    |
| 15. Bill Sorting by:  |                           | ☐ Contrac          | t Number             |                            |               |                  |                    |
| III. Eligibility Information  | on                        |                    |                      |                            |               |                  |                    |
| <b>Employee Eligibility</b>   |                           |                    |                      |                            |               |                  |                    |
| 1. Waive the waiting per  | riod for the initial grou | p enrollment?      | ☐ Yes                | ⊠ No                       |               |                  |                    |
| 2. Description  | Product                   | Length             | of Waiting<br>Period | Employees B<br>Eligible    |               | Last Da          | ay of Coverage     |
| All Employees   | Health                    |                    | 60                   | 1st day of billin          |               | Last da          | y of billing cycle |
| New eligible employee n   |                           |                    |                      |                            |               |                  | da Combined        |
| Life for Dental within 30   |                           |                    |                      |                            |               |                  |                    |
| 3. Total average number   |                           | roll (full-time, p | part-time, and s     | easonal) for the           | prior calend  | dar year         | , regardless of    |
| insurance eligibility: 1034   |                           |                    |                      |                            |               |                  |                    |
| 4. Total number of emplo  | byees (including owner    | ers, partners, e   | tc.) currently en    | nployed by your            | business: 1   | 1434             |                    |
| Health  |                           | I                  |                      |                            | 1 2/ = 1      |                  |                    |
| ELIGIBILITY<br>THE FOLLOWING  | Participation             | # Eligible         | # Enrolled           | % Enrolled                 | % Empl        | - 1              | % Employer         |
| THE FOLLOWING INFORMATION IS TO B   | Requirements              |                    |                      |                            | Contrib       | - 1              | Contribution       |
| PROVIDED ONLY FOR   |                           |                    |                      |                            | For Emp       | лоуее            | For                |
| COVERAGE SELECTE  |                           |                    |                      |                            |               |                  | Dependent          |
| COVERAGE SELECTE  | <i>5.</i>                 |                    |                      |                            | +             |                  |                    |
| Health  | NA                        | 964                | 860                  | 100.00%                    | 74.0          | 0                | 54.00              |
| 1. At least 65 % of eligib  | ole employees must b      | e enrolled unde    | er the Policy on     | the Effective Da           | te and thro   | puahout          | the term of the    |
| Policy and the group mu   |                           |                    |                      |                            |               |                  |                    |
| requirements.   | -                         |                    |                      |                            |               |                  | parasiparasi       |
| Only eligible employees who regularly work a minimum of 30.00 hours each week and their eligible dependents, shall be |                           |                    |                      |                            |               |                  |                    |
| eligible for coverage upo   |                           |                    |                      |                            | Ü             |                  |                    |
| 2. Total # of COBRA Cor   | ntinuants: 1              |                    |                      |                            |               |                  |                    |
| 3. Total # of Part-Time/S   | easonal Employees:        | 0                  |                      |                            |               |                  |                    |
| 4. Total # of New Full Tir  |                           |                    | : 11                 |                            |               |                  |                    |
| 5. Number of Employees  |                           |                    |                      | i for Health/CHP           | health ben    | efits wh         | o are:             |
| 93 Enrolled in another of   | group health plan         |                    |                      |                            |               |                  |                    |
| 0 Without other health  | coverage                  |                    |                      |                            |               |                  |                    |
| 6. Applicant is a 🛛 Sing  |                           |                    |                      |                            |               |                  |                    |
| (A Multi-Employer Plan i  | s sponsored by more       | than one empl      | loyer and is ma      | intained pursuar           | nt to at leas | t one co         | llective           |
| bargaining agreement.)  | W. College                |                    |                      |                            |               |                  |                    |
| 7. Medicare Primary or S  |                           |                    |                      | ation to answer o          | uestions be   | elow: C          | ount full          |
| and/or part-time employe  | ees each working 20       | or more weeks.     |                      |                            |               |                  |                    |
| One or more employers   | in applicant's group e    | mployed 20 or      | more full and/o      | r part-time emple          | ovees durin   | na the ci        | urrent or          |
| preceding calendar year   |                           |                    |                      |                            | •             | •                |                    |
| Applicant's group employ  | yed 100 or more full a    | nd/or part-time    | employees on         | 50% or more of             | the work da   | ays duri         | ng the             |
| preceding calendar year   |                           |                    |                      |                            |               |                  |                    |
| 8. Florida Blue, Florida E  |                           | for Health is the  | he COBRA adn         | ninistrator. Do yo         | ou wish to v  | waive ac         | Iministrative      |
| services for COBRA?   |                           |                    |                      |                            |               |                  |                    |
| IV. Benefit Information   |                           |                    |                      |                            |               |                  |                    |
|   |                           |                    |                      |                            |               |                  |                    |
| Health Coverage   |                           |                    |                      |                            |               |                  |                    |
| Administrative Options  | 04/04/0004                | to 40/04/0004      | 0.4                  | D-1                        | 04/04         |                  |                    |
| Benefit Period:     Funding Arrangement   |                           | to 12/31/2024      | 2. Annivers          | sary Date:<br>s Exemption: | 01/01<br>None |                  |                    |
| J. Funding Andrigement  | . FIU-Shale F             | iuo                | 1 4. Keligious       | S EXCITIDUON:              | INOTIC        |                  |                    |

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

6. Overage Dependent:

8. Initial ID Cards Sent To:

10. Retroactive Enrollment:

Opt In

60 Days

SUBSCRIBER

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Same & Opp Sex, - w/

dependents

SUBSCRIBER

Yes

5. Domestic Partner:

9. Subsequent ID Cards Sent

7. Section 125:

To:

V. Applicant Responsibilities

| Applicant Group Name (full and complete legal name) NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS   |   |   |  | Tax ID<br>591863042                       | Group # (if applicable)<br>30749 |  |
|---|---|---|--|---|----------------------------------|--|
| 11. Deferred Premium 60 Days Payment:   |   |   | 12. Group Defines Yes Eligibility:                               |   |                                  |  |
| 13. Self Billing:   | No  | t Applicable  | 14. 15/16 Billing Rule: Changes                                  |   |                                  |  |
| 15. Additional A  | dmin Options to note:   |   |  |   |                                  |  |
| 16. Florida Blue  | , Florida Blue HMO, C   |   |  |   | covered enrollees. Benefit       |  |
| Final premiums,<br>and/or Truli for H<br>Truli for Health w   | benefits, and effectiv<br>lealth corporate head<br>vill be deemed accept  | e date of coverage are s<br>quarters. Issuance of the | subject to approval<br>e Group Policy by F<br>Applicant must hav | by Florida Blue, F<br>lorida Blue, Florid |                                  |  |
| Plans   |   |   |  |   |                                  |  |
| Health Plan:  | BlueCare Predictable  | Cost 60 NSTD  | Rx Option:   | BlueCare Rx OOP In                        | ntegrated - (\$10/\$30/\$50)     |  |
| PREMIUM RAT   |   | T   |  |   |                                  |  |
| Employee Only   |   | Employee + Spouse                                     | Employee + C   | hild(ren)                                 | Employee + Family                |  |
| \$847.11  |   | \$1,753.46  | \$1,592.4  | 48  | \$2,689.45                       |  |
| Plans   |   |   |  |   |                                  |  |
| Health Plan:  | BlueCare Predictable  | Cost 46 NSTD  | Rx Option: E   | BlueCare Rx OOP Ir                        | ntegrated - (\$10/\$30/\$50)     |  |
| PREMIUM RAT   |   | T   |  |   |                                  |  |
| Employee Only   |   | Employee + Spouse                                     | Employee + C   | hild(ren)                                 | Employee + Family                |  |
| \$657.50  |   | \$1,361.03  | \$1,236.11 \$2,087.58  |   | \$2,087.58                       |  |
| Plans   |   |   |  |   |                                  |  |
| Health Plan:  | BlueOptions Predictab   | le Cost 03769 NSTD                                    | Rx Option:   | BlueScript Rx OOP I                       | Integrated - (\$10/\$30/\$50)    |  |
| PREMIUM RAT   |   | T   |  |   |                                  |  |
| Employee Only   |   | Employee +<br>Spouse                                  | Employee + C   | hild(ren)                                 | Employee + Family                |  |
| \$894.46  |   | \$1,852.47  | \$1,682.4  | 43  | \$2,841.36                       |  |
| Plans   |   |   |  |   |                                  |  |
| Health Plan:  | ealth Plan: BlueOptions HSA Compatible 05192 Non-<br>Embedded DED & Non-Embedded OOP<br>NSTD Rx Option: BlueScript G - INN Health Ded(\$10/\$50/\$80) |   |  | Health Ded(\$10/\$50/\$80)                |                                  |  |
| PREMIUM RAT   | ES  |   |  |   |                                  |  |
| Employee Only   | ·   | Employee +<br>Spouse                                  | Employee + C   | hild(ren)                                 | Employee + Family                |  |
| \$622.38  |   | \$0.00  | \$0.00   |   | \$0.00                           |  |
| Plans   |   |   |  |   |                                  |  |
| Health Plan: BlueOptions HSA Compatible 05193 Non-<br>Embedded DED & Embedded OOP NSTD Rx Option: BlueScript G - INN Health Ded(\$10/\$50/\$80) |   |   |  |   |                                  |  |
| PREMIUM RATES   |   |   |  |   |                                  |  |
| Employee Only   |   | Employee +<br>Spouse                                  | Employee + C   | hild(ren)                                 | Employee + Family                |  |
| \$0.00  |   | \$1,288.27  | \$1,170.0  | 07  | \$1,976.03                       |  |
| Financial Produ   | ucts  |   |  |   |                                  |  |
| 17. Is applicant<br>HSA, HRA, or F  |   | e, Florida Blue HMO and<br>es 🗵 No                    | l/or Truli for Health's  | preferred adminis                         | strator arrangement for their    |  |

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

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| Applicant Group Name (full and complete legal name) | Tax ID    | Group # (if applicable) |
|---|-----------|-------------------------|
| NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS         | 591863042 | 30749                   |

Health, Dental, Vision: The applicant hereby applies for issuance of a Group Policy (herein referred to as a policy) by Blue Cross and Blue Shield of Florida, Inc., DBA Florida Blue, Health Options, Inc., DBA Florida Blue HMO, BeHealthy Florida Inc., DBA Truli for Health, CHP and/or Florida Combined Life (FCL). Upon acceptance of the application by Florida Blue, Florida Blue HMO, Truli for Health, CHP and/or FCL, it will become part of the Policy issued to the applicant named above. This Policy may be terminated by the applicant or Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL by giving at least 45 days prior written notice to the other party except in the case of non-payment of Premium.

Rate Information: Premiums/Prepayment fees are payable monthly on or before the due date which will be the <a href="1st">1st</a>. Regular Billing-Employee applications should be submitted thirty (30) days prior to proposed Effective Date. Employee cancellations must be submitted within 30 days of the Effective Date of the Termination. The Rates established for this Policy will not be changed for the first twelve (12) months following the original Effective Date of Coverage unless there is a change in benefits or a 15% or more change in the composition of the group. However, Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL may change the Rates that are to be effective after this initial twelve (12) month period of coverage by providing notice to the employer of such changed Rates at least forty-five (45) days prior to their Effective Date.

#### A) The Applicant Shall

- 1) Be solely responsible for notifying each enrollee, employee, retiree, or beneficiary of the benefits selected, the effective date, and the termination date of coverage (at no time and for no reason, will the applicant be deemed an agent of Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL, nor shall Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL be responsible for such notification to enrollees, employees, retirees or beneficiaries).
- 2) Notify Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL promptly of any changes in the eligibility of enrollees covered under this Agreement.
- 3) List any absentees at the time of initial enrollment on the appropriate Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL form. Applications from absentees will be accepted at Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL Corporate Headquarters no later than thirty (30) days from the group's original Effective Date.
- 4) Collect enrollee contribution, if required, and remit Premium payment/prepayment fees to Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL as specified in this application.
- 5) Be solely responsible for providing an SBC to each employee and their dependents, at the following times, and under the following circumstances: upon application for coverage; by the first day of coverage if there are changes to the SBC after application; to special enrollees; upon renewal; or upon request for an SBC or summary information about health coverage.
- B) Applicant hereby establishes an Employee Welfare Benefit Plan for the purpose of providing for its employees or their beneficiaries medical, surgical, hospital care, or benefits in the event of sickness.
- C) Applicant acknowledges that if applying for BlueOptions with an Exclusive Provider Provision (EPP), all eligible employees live, reside or work in the Service Area and the applicant acknowledges receipt of a description of the following: 1) exclusive providers; 2) the exclusive provider provisions, including coinsurance and deductible levels if providers other than exclusive providers are used; 3) coverage for emergency and urgently needed care and other out-of-service area coverage; 4) limitations on referrals to restricted exclusive providers and to other providers; and 5) Florida Blue's quality assurance program and grievance procedure. Applicant further acknowledges its understanding of the restrictions of the BlueOptions Exclusive Provider Organization.
- D) If applicant chose an HSA, HRA, or FSA integrated arrangement with Florida Blue/Florida Blue HMO/Truli for Health's preferred administrator in Section IV under Health Coverage subsection, applicant agrees to obtain from each employee enrolling in a health plan issued or administered by Florida Blue/Florida Blue HMO/Truli for Health and establishing an HSA, HRA, or FSA in conjunction therewith, the employee's signed HIPAA compliant authorization form that authorizes Florida Blue/Florida Blue HMO/Truli for Health to disclose to Florida Blue/Florida Blue HMO/Truli for Health's preferred administrator such information, including protected health information, of the employee as administrator may require in order to establish and maintain the employee's HSA, HRA, or FSA accounts. Applicant acknowledges and agrees that Florida Blue/Florida Blue HMO/Truli for Health does not provide banking or administrative services for HSA, HRA, or FSAs and that Florida Blue/Florida Blue HMO/Truli for Health is not responsible for the provision of HSA, HRA, or FSA services. HSA, HRA, or FSA services are provided by the administrator of applicant's choice subject to the terms and conditions of such agreements, including any fees that the administrator may require.
- E) Applicant understands that if applying for an HSA-qualified High Deductible Health Plan and electing to grant Prior Carrier Credit under Florida law to enrolling Employees, then that plan may no longer qualify as an HSA- compatible plan.

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

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| Applicant Group Name (full and complete legal name) | Tax ID    | Group # (if applicable) |
|---|-----------|-------------------------|
| NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS         | 591863042 | 30749                   |

F) I understand that this information will be used to determine my group's compliance with Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL Underwriting Guidelines, as well as the relevant State and Federal laws relating to my group and plan. Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL reserves the right to request documentation to support evidence of business activity at any time, and from time to time as validation of compliance.

G) Applicant agrees to receive group invoices and other communications from Florida Blue/Florida Blue HMO/Truli for Health/FCL electronically through your EmployerPoint account. You agree to keep your email address up-to-date in order to access and receive required communications through your EmployerPoint account. Applicant understands that failing to update your email address may result in delay of notification of important information including premium invoices. Applicant may change this mailing preference at any time by calling Florida Blue/Florida Blue HMO/Truli for Health/FCL or logging into your EmployerPoint account.

#### Certification:

1) The applicant hereby certifies that the information contained in this application, including any attachment to it, is true and complete.

Fraud Notice: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

| Please print or type, except where s | ignature is requested.         |                              |
|--------------------------------------|--------------------------------|------------------------------|
| For (Name of Applicant):             | Representative:                | Licensed Agent (FL):         |
| NASSAU COUNTY BOARD OF               | Andrew Carroll                 | Mark Bailey                  |
| COUNTY COMMISSIONERS                 |                                |                              |
| By:                                  | Representative Code & License: | License #:                   |
| John Martin                          |                                |                              |
| Signature:                           | Representative Signature:      | Licensed Agent Signature:    |
| Dated:                               | Representative Email:          | Licensed Agent Email:        |
| 6-3-24                               | Andrew.Carroll@bcbsfl.com      | Mark.Bailey@mbaileygroup.com |
| Date:                                | Date:                          | Date:                        |
| 6-3-24                               |                                |                              |

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| Applicant Group Name (full and complete legal name) | Tax ID    | Group # (if applicable) |
|---|-----------|-------------------------|
| NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS         | 591863042 | 30749                   |

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| Please print or type, except where si | gnature is requested.          |                              |
|---------------------------------------|--------------------------------|------------------------------|
| For (Name of Applicant):              | Representative:                | Licensed Agent (FL):         |
| NASSAU COUNTY BOARD OF                | Andrew Carroll                 | Mark Bailey                  |
| COUNTY COMMISSIONERS                  |                                |                              |
| By:                                   | Representative Code & License: | License #:                   |
| John Martin                           |                                |                              |
| Signature:                            | Representative Signature:      | Licensed Agent Signature:    |
| CANAL T                               | Andrew Carroll                 | Mark Bailey                  |
| Dated:                                | Representative Email:          | Licensed Agent Email:        |
| 6-3-24                                | Andrew.Carroll@bcbsfl.com      | Mark.Bailey@mbaileygroup.com |
| Date:                                 | Date:                          | Date:                        |
| 6-3-24                                | 6/7/2024                       | 6/7/2024                     |