

EXHIBIT "B"

to the
ADMINISTRATIVE SERVICES AGREEMENT
between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

INDIAN RIVER COUNTY

FINANCIAL ARRANGEMENTS
Banking Arrangement

I. Effective Date.

The effective date of this Exhibit is October 1, 1996.

II. Bank Account.

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by the Administrator. The Employer authorizes the Administrator to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by the Administrator and the bank.

III. Special Banking Information.

- A. Name of Employer (as it is to appear on the checks) - no more than 25 characters:

INDIAN RIVER COUNTY

- B. Employer Bank Account Reference Number - 5 characters:

10047

- C. Reserve Requirement: ~~\$65,000~~ ^{42,000}

STATE OF FLORIDA
INDIAN RIVER COUNTY

ADMINISTRATIVE SERVICES AGREEMENT

THIS IS TO CERTIFY THAT THIS IS
TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS
OFFICE.

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

JEFFREY K. BARTON, CLERK

and

BY Alicia Jones D.C.

INDIAN RIVER COUNTY

DATE 10-11-96

This Administrative Services Agreement (hereinafter referred to as the "Agreement"), made this 1 day of October, 1996, is by and between Blue Cross and Blue Shield of Florida, Inc., a Florida corporation, having its principal place of business at 532 Riverside Avenue, Jacksonville, Florida 32231 (hereinafter referred to as the "Administrator") and Indian River County, located at 1840 25th Street, Vero Beach, Florida 32960 (hereinafter referred to as the "Employer").

WHEREAS, the Employer has established and currently sponsors a self-insured Employee Welfare Benefit Plan, to provide certain benefits (attached hereto as Exhibit "A" and hereinafter called the "Group Health Plan") for covered group members and their covered dependents; and

WHEREAS, the Employer desires that the Administrator furnish certain claims processing and administrative services with respect to the Group Health Plan.

NOW, therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION I

TERM

1.1 Initial Term.

The initial term of this Agreement shall be from October 1, 1996 (the effective date) and shall end on September 30, 1998 (the termination date) unless the Agreement is terminated earlier in accordance with the provisions of this Agreement.

1.2 Renewal Terms.

This Agreement will automatically renew each anniversary date for successive one year terms at the renewal rates then in effect, unless either

party notifies the other party of its intent not to extend this Agreement at least 30 days prior to the applicable anniversary date.

SECTION II

DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

2.1 Final Authority.

The Employer retains all final authority and responsibility for the Group Health Plan including, but not limited to, the benefits structure of the Group Health Plan, claims payment decisions, cost containment program decisions, utilization benefits management, compliance with the requirements of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended), compliance with the requirements of ERISA (Employee Retirement Income Security Act of 1974, as amended), compliance with reporting and remitting abandoned property funds, and compliance with any other state and federal law or regulation applicable to the Employer or the administration of the Group Health Plan.

The Employer agrees to provide the Administrator with any information the Administrator reasonably requires in order to perform the administrative services set forth herein.

2.2 Eligibility and Enrollment.

As of the first day of the term of this Agreement, the Employer will have delivered to the Administrator enrollment information regarding eligible and properly enrolled members, as defined by the Group Health Plan. The Employer shall deliver to the Administrator all employee and dependent eligibility status changes on a monthly basis, or more frequently as mutually agreed by the parties.

The Employer shall be responsible for providing each covered employee with a copy of the plan document which shall include the Group Health Plan.

2.3 Financial Obligations.

A. Claims Payment; Reserve Requirement

The Employer is financially responsible for the payment of all claims properly submitted and paid in accordance with the Group Health Plan. Financial arrangements regarding the payment of such claims

are set forth in Exhibit "B". Additionally, the Employer shall maintain a reserve amount with the Administrator or its designee bank as set forth in Exhibit "B". This reserve amount must be maintained at all times by the Employer and the Employer is immediately required to submit funds to the Administrator or its designee bank whenever the reserve falls below the minimum level.

B. Administrative Fees; Late Charge

The Employer agrees to promptly pay all administrative fees as set forth in Exhibit "B". Administrative fees are not subject to change during the initial term of this Agreement, except as set forth below. The administrative fees shall be payable to the Administrator within 10 days of written notification to the Employer of the amount owed. In the event the Employer fails to pay the amount owed in full within said 10 day period, the Employer shall pay the Administrator, in addition to the amount due, a late charge as set forth in Exhibit "B".

C. Modifications

The Administrator may modify the administrative fees or reserve requirement contained in Exhibit "B" at any time on or after the first anniversary of this Agreement's effective date, upon giving forty-five (45) days prior written notice to the Employer. Additionally, the Administrator, at any time, may modify the administrative fee or the reserve requirement, if the Employer substantially modifies the Group Health Plan or changes enrollment.

2.4

Use of Names and Logos.

The Employer agrees to allow the Administrator to use the Employer's name and logo on I.D. cards and other forms necessary to effectuate this Agreement, and to promote the Employer's relationship with the Administrator to potential or existing providers. The Administrator shall not use the Employer's name or logo for any other purpose without the prior written consent of the Employer.

The Employer agrees that the names, logos, symbols, trademarks, tradenames, and service marks of the Administrator, whether presently existing or hereafter established, are the sole property of the Administrator and the Administrator retains the right to the use and control thereof. The Employer shall not use the Administrator's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of the Administrator and shall

cease any such usage immediately upon written notice by the Administrator or upon termination of this Agreement, whichever is sooner.

SECTION III

DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

3.1 Generally.

It is understood and agreed that the Administrator is empowered and required to act with respect to the Group Health Plan only as expressly stated herein.

The Employer and the Administrator agree that the Administrator's role is to provide administrative claims payment services only, that the Administrator does not assume any financial risk or obligation with respect to claims, that the services rendered by the Administrator under this Agreement shall not include the power to exercise control over the Group Health Plan's assets, if any, or discretionary authority over the Health Care Plan's operations, and that the Administrator will not for any purpose, under ERISA or otherwise, be deemed to be the "Plan Administrator" of the Group Health Plan or a "fiduciary" with respect to the Group Health Plan. The Administrator's services hereunder are intended to and shall consist only of ministerial functions. The Group Health Plan's "Administrator" for purposes of ERISA is the Employer.

3.2 Enrollment; Forms and I.D. Cards.

The Administrator shall enroll those individuals who have completed an application and are identified by the Employer as eligible for benefits under the Group Health Plan on the effective date of the Group Health Plan, and subsequently during the continuance of this Agreement. The Administrator shall be entitled to rely on the information furnished to it by the Employer, and the Employer shall hold the Administrator harmless for any inaccuracy or failure to provide such information in a timely manner.

The Administrator shall furnish to the Employer, for distribution to persons participating in the Group Health Plan, a supply of identification cards, benefit plan descriptions, forms to be used for submission of claims and enrollment, and any other forms necessary for the administration of the Group Health Plan, as determined by the Administrator.

3.3 Claims Processing.

The Administrator shall provide claims processing services on behalf of the Employer for all properly submitted claims, in accordance with the benefits set forth in Exhibit "A", using funds solely supplied by the Employer, as set forth in Exhibit "B". The Administrator shall furnish each claimant with an explanation of each claim that is paid, rejected or suspended.

For purposes of this Agreement, the term "claim(s)" shall be defined as the amount paid or payable by the Administrator to providers of services and/or covered group members under this Agreement and the Group Health Plan, and in conformity with any agreements the Administrator enters into with such providers of services.

3.4 Program Administration.

The Administrator shall administer its established Cost Containment Program and Utilization Benefits Management Programs, as selected by the Employer and outlined in the Group Health Plan.

The Administrator shall make available its Preferred Provider Organization Program(s) to covered group members and their covered dependents, as set forth in the Group Health Plan. Any agreements between providers of services and the Administrator are the sole property of the Administrator and the Administrator retains the right to the use and control thereof.

3.5 Overpayments.

Whenever the Administrator becomes aware of an overpayment under the Group Health Plan, the Administrator shall make a diligent attempt to recover such overpayment. In the event any part of an overpayment is recovered, the Employer will receive a refund from the Administrator. The Administrator shall notify the Employer whenever attempted recovery is unsuccessful and the Administrator shall not be required to institute any legal proceeding to recover such overpayment.

3.6 Records and Reports.

The Administrator agrees to establish, maintain and provide to the Employer, records and reports generated as a result of the administration of the Group Health Plan for the purposes of reporting claims experience and conducting audits of operations. However, the Administrator will not provide any report which contains individual group member identifiable medical information, nor will the Administrator provide any information with regard to

provider pricing agreements or any other information which is of a confidential or proprietary nature, as determined by the Administrator.

3.7 Claims Payments

The source or sources of payment under the Group Health Plan are to be only the assets of the Employer, and the Administrator will have no liability whatsoever for providing a source from which payments will be made under the Health Care Plan.

3.8 Claims Payments Outside the State of Florida

When amounts are paid or payable by the Administrator to providers of services outside the state of Florida under this Agreement and the Group Health Plan, reimbursement to the out-of-state provider and the insured's financial responsibilities (e.g. coinsurance requirement limits) may be determined based upon the provider arrangements, if any, the Blue Cross and/or Blue Shield (herein "BCBS") Plan in the area where services are provided has with its providers. The Administrator will coordinate with the appropriate BCBS Plan when reimbursement and financial responsibilities are to be handled under these special programs. Participation in such programs allows the Administrator to make available out-of-area services at rates that would generally not be available had BCBSF paid the provider directly.

Under these programs, when an out-of-state BCBS Plan reports its provider payments to the Administrator, it may either report the actual payment or an average payment calculated according to a method approved by the Administrator and/or by the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans. The payments may sometimes be greater than charges. Additionally, each such BCBS Plan may charge an access fee, which will be added to the claim charge from such Plan. Such access fee will generally not exceed 10 percent (or \$2000 for any claim) of the discount/differential savings which result from the BCBS Plans' health care provider network agreements. The total amount paid by the Administrator to such other Plans shall be considered the amount of the claim under this Agreement and shall be the financial responsibility of the Employer.

Additionally, the following charges, will be paid for each claim processed under these special programs. These charges will be paid out of the Employer's Administrative Fee which is set forth in the Agreement.

Institutional Claims - \$11; and Professional Claims - \$5.

These charges are subject to change at any time without further notification to the Employer.

SECTION IV

TERMINATION

4.1 Administration After Termination.

The Employer is solely liable and responsible for all claims incurred under the Group Health Plan by its covered group members and their dependents during the term of this Agreement, including those incurred claims which are not presented to the Employer or the Administrator during the term of this Agreement. The Administrator will adjudicate all claims incurred during the term of this Agreement. For purposes of this Agreement, the date of an incurred claim is the date the particular service was rendered or the supply was furnished. After the effective date of termination of this Agreement, the Employer will continue to provide the Administrator with funds to pay claims incurred prior to the termination date and will continue to pay the applicable administrative fees as set forth in Exhibit "B".

4.2 Unilateral Termination

The Employer or the Administrator may unilaterally terminate this Agreement upon 90 days prior written notice to the other after the initial term of this Agreement.

4.3 Termination On Anniversary Date.

This Agreement shall automatically terminate as of the date of any anniversary of the effective date of this Agreement, if either the Employer or the Administrator has given at least 30 days prior written notice to the other of its intention not to renew this Agreement as of that anniversary date.

4.4 Termination Upon Default.

Upon the occurrence of any of the following events, as determined by the Administrator, this Agreement will automatically terminate at the end of the 8th business day following the day upon which the Employer is notified of any of the events of default set forth hereunder, and then only in the event that the Employer has not cured the incident of default:

1. The Employer's failure to provide adequate funds, as set in Exhibit "B", as necessary for the payment of claims pursuant to the Group Health Plan;
2. The Employer's failure to pay any administrative fees or late penalty as set forth in Exhibit "B" of this Agreement;
3. The Employer's failure to maintain the reserve requirement as set forth in Exhibit "B";
4. The Employer ceases to maintain a Group Health Plan;
5. The Employer modifies the Group Health Plan without the prior written consent of the Administrator;
6. At any time the Administrator has reasonable grounds for insecurity with respect to the Employer's financial ability to adequately fund the Group Health Plan, and the Employer has failed to immediately provide adequate assurances of financial soundness to the Administrator;
7. At any time any judicial or regulatory body determines that this Agreement, or any provision of this Agreement, is invalid or illegal, or that this arrangement constitutes an insurance policy or program which is subject to state and/or federal insurance regulations and/or taxation;
8. At any time the Employer otherwise materially breaches this Agreement.

4.5 Rights and Responsibilities Upon Termination.

In the event of termination of this Agreement, the Employer will immediately notify each covered group member of the termination date.

~~Termination of this Agreement for any reason shall not affect the rights or obligations of either party which arise prior to the date of termination.~~

SECTION V

LEGAL ACTION; INDEMNIFICATION

5.1 Standard of Care.

The Administrator and the Employer shall each use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the

conduct of an enterprise of like character and with like aims in the performance of its duties hereunder.

5.2 Liability: Indemnification.

The Administrator shall not be liable to the Employer or any other person for any mistake of judgement or other action taken in good faith, or for any loss or damage occasioned thereby, unless the loss or damage is due to the Administrator's gross negligence, criminal conduct or fraudulent acts.

The Employer hereby agrees to indemnify and hold harmless the Administrator, its directors, officers, employees and agents against any and all actions, claims, lawsuits, settlements, judgements, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys fees and courts costs, resulting from or arising directly or indirectly out of or in connection with any function of the Administrator under this Agreement, including the administration of any Cost Containment or Utilization Benefit Management Programs, or payments made pursuant to the direction of the Employer, unless it is determined that the direct and sole cause of such liability was the result of gross negligence, criminal conduct or fraudulent acts on the part of the Administrator or any of its directors, officers, employees or agents. Further, the Employer agrees to indemnify and hold harmless the Administrator for any taxes or assessments, including penalties and interest, or any other amounts legally levied based on the terms of this Agreement. This provision applies to any amounts imposed, now or later, under the authority of any federal, state, or local taxing jurisdiction. This provision will continue in effect after termination of this Agreement for any reason.

5.3 Legal Actions.

In the event the Administrator is served with process in any lawsuit or is made a party to any arbitration proceeding or other legal action relating to any matter for which indemnification is required under the preceding paragraph, the Employer shall, upon written request by the Administrator, immediately furnish a defense to and indemnify and hold harmless the Administrator in any such lawsuit, proceeding or other action and shall use its best efforts to secure, by motion or otherwise, the dismissal of the Administrator from such lawsuit, proceeding or other action. The Administrator will provide the Employer with available data and materials that are reasonably necessary for the preparation of the defense of such lawsuit, proceeding or other action.

SECTION VI

MISCELLANEOUS PROVISIONS

6.1 Amendment.

Except as otherwise provided for herein, this Agreement may be modified, amended, renewed, or extended only upon mutual agreement, in writing, signed by the duly authorized representatives of the Employer and the Administrator.

6.2 Subsidiaries and Affiliates.

Any of the functions to be performed by the Administrator under this Agreement may be performed by the Administrator or any of its subsidiaries, affiliates, or designees.

6.3 Governing Law.

This Agreement is subject to and shall be governed by the laws of the State of Florida, except where those laws are preempted by the laws of the United States.

6.4 Venue.

All actions or proceedings instituted by the Employer or the Administrator hereunder shall be brought in a court of competent jurisdiction in ~~Duval~~ County, Florida.

Palm Beach

6.5 Waiver of Breach.

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

6.6 Inconsistencies.

If the provisions of this Agreement are in any way inconsistent with the provisions of the Group Health Plan, 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.

6.7 Notices.

Any notice required to be given pursuant to this Agreement shall be in writing, postage pre-paid, and shall be sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to the Administrator or the Employer at the addresses indicated on the first page of this Agreement, or such other addresses that the parties may hereafter designate. The notice shall be effective on the date the notice was posted.

6.8 Entire Agreement.

This Agreement, including the attachments hereto, contains the entire agreement between the Administrator and the Employer with respect to the specific subject matter hereof. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force and effect.

6.9 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.

6.10 Binding Effect of Agreement.

The Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the parties.

6.11 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.

6.12 Independent Relationship.

Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such

party (or any of its agents or employees) an agent, servant, representative, or employee of, or joint venturer with, such other party.

6.13 Execution of Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, on the date first written above, the parties have caused this Agreement to be executed by their duly authorized representatives.

ADMINISTRATOR

BLUE CROSS AND BLUE SHIELD
FLORIDA, INC.

[Signature]
Signature

NICK STAM
Name (Printed)

Reg. Vice President
Title

10/9/96
Date

EMPLOYER

INDIAN RIVER COUNTY

[Signature]
Signature

Fran B. Adams
Name (Printed)

Chairman
Title

October 1, 1996
Date

Indian River Co	Approved	Date
Admin.	[Signature]	10/1/96
Legal	[Signature]	10-1
Budget	[Signature]	10-1-96
Dept.	[Signature]	10-1-96
Risk Mgr.	[Signature]	10-01-96

EXHIBIT "A"

to the
ADMINISTRATIVE SERVICES AGREEMENT
between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

INDIAN RIVER COUNTY

GROUP HEALTH PLAN

The entire Group Health Plan is attached hereto and made a part of this Agreement.

D. Funding Frequency: Daily

E. Method of Funding: ACH

IV. Administrative Fees:

A. Administrative fees during the first and second year of the Agreement:

\$22.00 per contract per month

B. Administrative fees after the termination of the Agreement: 5.92% of claims paid.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue administrative fees.

VI. Expected Enrollment

A. The administrative fees and reserve requirement referenced above are based on an expected enrollment of: Single - 416; Family - 881.

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

EXHIBIT "B"

to the
ADMINISTRATIVE SERVICES AGREEMENT
between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

INDIAN RIVER COUNTY

FINANCIAL ARRANGEMENTS
Banking Arrangement

1. Effective Date.

The effective date of this Exhibit is October 1, 1996.

11. Bank Account.

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by the Administrator. The Employer authorizes the Administrator to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by the Administrator and the bank.

111. Special Banking Information.

A. Name of Employer (as it is to appear on the checks)
no more than 25 characters:

I N D I A N R I V E R C O U N T Y

B. Employer Bank Account Reference Number - 5 characters:

1 0 0 4 7

C. Reserve Requirement: \$62,000

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on October 20, 1998 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and Indian River County (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 1996 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 1999 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 1998. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By:

Bruce A. Darden

Title:

Sr. Vice President

Date:

10/7/98

INDIAN RIVER COUNTY

By:

John W. Tippin

Title:

JOHN W. TIPPIN
CHAIRMAN

Date:

10/20/98

EXHIBIT "B"

to the
ADMINISTRATIVE SERVICES AGREEMENT
between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

INDIAN RIVER COUNTY

FINANCIAL ARRANGEMENTS
Banking Arrangement

I. **Effective Date.**

The effective date of this Exhibit is October 1, 1998.

II. **Bank Account.**

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by the Administrator. The Employer authorizes the Administrator to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by the Administrator and the bank.

III. **Special Banking Information.**

- A. Name of Employer (as it is to appear on the checks) - no more than 25 characters:

INDIAN RIVER COUNTY

- B. Employer Bank Account Reference Number - 5 characters:

10047

- C. Reserve Requirement: \$65,000

- D. Funding Frequency: Daily
- E. Method of Funding: ACH

IV. Administrative Fees:

- A. Administrative fees during the first and second year of the Agreement:

\$28.74 per contract per month
- B. Administrative fees after the termination of the Agreement: 7.72% of claims paid.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue administrative fees.

VI. Expected Enrollment

- A. The administrative fees and reserve requirement referenced above are based on an expected enrollment of: Single - 385; Family - 935.
- B. If the actual enrollment is materially different from this expected enrollment, the Administrator reserves the right to adjust the administrative fees and the reserve requirement as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on October 1, 2001 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and Indian River County (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 1996 is amended as follows:

1. Section I, subsection A, is hereby amended to extend the term of the Group Health Plan until September 30, 2002 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2000. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By:

[Signature]

Title:

V. P. Underwriter

Date:

9/13/01

INDIAN RIVER COUNTY

By:

[Signature]

Title:

Caroline D. Ginn
Chairman

Date:

September 18, 2001

EXHIBIT "B"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

INDIAN RIVER COUNTY

FINANCIAL ARRANGEMENTS
Banking Arrangement

I. **Effective Date.**

The effective date of this Exhibit is October 1, 2001.

II. **Bank Account.**

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by the Administrator. The Employer authorizes the Administrator to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by the Administrator and the bank.

III. **Special Banking Information.**

- A. Name of Employer (as it is to appear on the checks) - no more than 25 characters:

INDIAN RIVER COUNTY

- B. Employer Bank Account Reference Number - 5 characters:

10047

- C. Reserve Requirement: \$108,000

D. Funding Frequency: Daily

E. Method of Funding: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

10/1/00 through 09/30/01 is \$49.99 per contract per month

10/1/01 through 09/30/02 is \$52.99 per contract per month

B. Administrative fees after the termination of the Agreement 13.1% of claims paid.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue administrative fees.

VI. Expected Enrollment

A. The administrative fees and reserve requirement referenced above are based on an expected enrollment of: Single - 457; Family - 995.

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

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on November 18, 2003 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and Indian River County (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 1996 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until October 1, 2004 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2003. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By: [Signature]
Title: V.P. - Underwriting
Date: 10/24/03

INDIAN RIVER COUNTY

By: [Signature]
Kenneth R. Macht,
Title: Chairman
Board of County Commissioners
Date: November 18, 2003

Attest: J. K. Barton, Clerk

By: [Signature]
Deputy Clerk

APPROVED:

[Signature]
County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
MARIA L. FLORES
CLERK

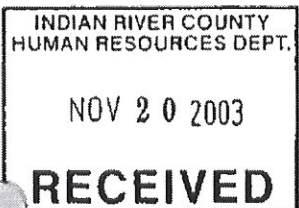


EXHIBIT "B"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

INDIAN RIVER COUNTY

FINANCIAL ARRANGEMENTS
Banking Arrangement

I. **Effective Date.**

The effective date of this Exhibit is October 1, 2003.

II. **Bank Account.**

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by the Administrator. The Employer authorizes the Administrator to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by the Administrator and the bank.

III. **Special Banking Information.**

- A. Name of Employer (as it is to appear on the checks) - no more than 25 characters:

INDIAN RIVER COUNTY

- B. Employer Bank Account Reference Number - 5 characters:

10047

- C. Reserve Requirement: \$108,000

D. Funding Frequency: Daily

E. Method of Funding: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$64.00 per enrolled employee per month

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

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue administrative fees.

VI. Expected Enrollment

A. The administrative fees and reserve requirement referenced above are based on an expected enrollment of: Single - 501; Family - 1004.

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

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on October 1, 2008, 2008 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and the Indian River County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2004 is amended as follows:

1. Section I, subsection A, is hereby amended to extend the term of the Group Health Plan until September 30, 2011 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Section 3.5 has been amended to add the following paragraph:

Additionally, the Employer delegates to BCBSF the discretion and authority to pursue recoveries for claims paid as a result of fraud, abuse or other inappropriate action by a third party, including the right to opt-out or opt-in the Employer from any class action. These claims include, but are not limited to, all legal claims the Employer can assert whether based on common law or statute such as RICO, antitrust, deceptive trade practices, consumer fraud, insurance fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, torts (including fraud, negligence, and product liability), breach of warranty, medical monitoring, false claims and kickbacks. If BCBSF obtains a recovery from any of these efforts, BCBSF will reimburse the Employer's pro rata share of the recovery. This share is calculated from the Employer's claims history or covered members at the time of such recovery, less the Employer's pro rata share of costs, if any, fees paid to outside counsel and any other costs incurred in obtaining that recovery. BCBSF will not charge the Employer for any costs if BCBSF does not obtain a recovery that exceeds those costs.

3. Exhibit B to the Agreement is hereby amended, effective October 1, 2008. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
4. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By: 

Title: VP Underwriting

Date: 2/4/09

Indian River County Board of County
Commissioners

By: 

Title: County Administrator

Date: 1/26/09

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

EXHIBIT "B"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
and
Indian River County Board of County Commissioners

FINANCIAL ARRANGEMENTS

I. **Effective Date**

The effective date of this Exhibit is October 1, 2008

II. **Monthly Payments.**

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

III. **Funding Information**

- A. Method of Funding Transfer: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$60.50 per employee per month from October 1, 2008 through September 30, 2009

\$60.50 per employee per month from October 1, 2009 through September 30, 2010,

\$62.31 per employee per month from October 1, 2010 through September 30, 2011,

B. Administrative fees after the termination of the Agreement: 15.0 % of claims paid.

V. Late Payment Penalty

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

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of: 1,737.

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

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on June 15, 2010 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and Indian River County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 1996 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 2013 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective July 1, 2010. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Exhibit D, Confidentiality and Indemnity Agreement is hereby added to this Agreement and does not replace any existing Confidential and Indemnity Agreement.
4. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC.

By:

Title:

Date:

[Signature]
VP, Major Accounts
7/8/10

INDIAN RIVER COUNTY BOARD
OF COUNTY COMMISSIONERS

By:

Title:

Date:

[Signature]
County Administrator
06/24/10

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY

[Signature]

WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

EXHIBIT "B"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

and

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

FINANCIAL ARRANGEMENTS
Banking Arrangement

I. Effective Date.

The effective date of this Exhibit is July 1, 2010.

II. Bank Account.

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by the Administrator. The Employer authorizes the Administrator to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by the Administrator and the bank.

III. Special Banking Information.

A. Name of Employer (as it is to appear on the checks) - no more than 25 characters:

INDIAN RIVER COUNTY

B. Employer Bank Account Reference Number - 5 characters:

10047

C. Reserve Requirement: \$108,000

D. Funding Frequency: Daily

E. Method of Funding: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$53.25 per enrolled employee per month from July 1, 2010 through September 30, 2011

\$54.32 per enrolled employee per month from October 1, 2011 through September 30, 2013

B. Administrative fees after the termination of the Agreement: ^{15%} 15.0 of claims paid. <sub>WKB
CM</sub>

C. If contract is terminated before October 1, 2012, the termination fee is \$125,000 paid within sixty days of termination, and if after October 1, 2012, no termination fee will be paid to BCBSF.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue administrative fees.

VI. Expected Enrollment

A. The administrative fees and reserve requirement referenced above are based on an expected enrollment of: 1,665.

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

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on March 19, 2013 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and Indian River County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 1996 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Agreement until September 30, 2015 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective May 1, 2013. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: [Signature]

By: [Signature]

Title: VP, Sales Operations

Title: Joseph E. Flescher
Chairman

Date: 4/4/13

Date: March 19, 2013



APPROVED:
[Signature]
County Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
BY [Signature]
**ALAN S. POLACKWICH
COUNTY ATTORNEY**

EXHIBIT "B"

**to the
ADMINISTRATIVE SERVICES AGREEMENT
between**

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

**and
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS**

**FINANCIAL ARRANGEMENTS
Banking Arrangement**

I. **Effective Date.**

The effective date of this Exhibit is May 1, 2013.

II. **Bank Account.**

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by Florida Blue. The Employer authorizes Florida Blue to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by Florida Blue and the bank.

III. **Special Banking Information.**

A. Name of Employer (as it is to appear on the checks) - no more than 25 characters:

INDIAN RIVER COUNTY

B. Employer Bank Account Reference Number - 5 characters:

10047

C. Reserve Requirement: \$108,000

- D. Funding Frequency: Daily
- E. Method of Funding: ACH

IV. Administrative Fees:

- A. Administrative fees during the term of the Agreement:

\$49.95 per enrolled employee per month from May 1, 2013 through September 30, 2015.

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

- C. If the Agreement is terminated before September 30, 2015, the Employer will pay Florida Blue a termination fee of \$125,000 paid sixty days of termination. If the Agreement is terminated after September 30, 2015, no termination fee will be paid to Florida Blue.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue administrative fees.

VI. Expected Enrollment

- A. The administrative fees and reserve requirement referenced above are based on an expected enrollment of: 1,570.
- B. If the actual enrollment is materially different from this expected enrollment, Florida Blue reserves the right to adjust the administrative fees and the reserve requirement as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.


AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on February 17, 2015 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and Indian River County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 1996 is amended as follows:

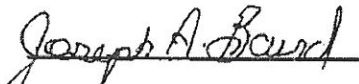
1. Section I, subsection 1.1, is hereby amended to extend the term of the Agreement until September 30, 2018 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2015. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

By: 
Title: VP Sales Operations
Date: 2/27/15

INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Title: County Administrator
Date: 2/17/15

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY 
**DYLAN REINGOLD
COUNTY ATTORNEY**

EXHIBIT "B"

**to the
ADMINISTRATIVE SERVICES AGREEMENT
between**

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

**and
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS**

**FINANCIAL ARRANGEMENTS
Banking Arrangement**

I. **Effective Date.**

The effective date of this Exhibit is October 1, 2015.

II. **Bank Account.**

The Employer agrees to establish a bank account prior to the effective date of this Agreement, in its own name, at the bank designated by Florida Blue. The Employer authorizes Florida Blue to write checks on the bank account in order to pay claims pursuant to this Agreement. The Employer agrees to maintain the bank account and the reserve amount as set forth below. The Employer shall be responsible for the reconciliation of its bank account, based on information and reports provided by Florida Blue and the bank.

III. **Special Banking Information.**

- A. Name of Employer (as it is to appear on the checks) - no more than 25 characters:

INDIAN RIVER COUNTY

- B. Employer Bank Account Reference Number - 5 characters:

10047

- C. Reserve Requirement: \$108,000

- D. Funding Frequency: Daily

- E. Method of Funding: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$49.95 per enrolled employee per month from October 1, 2015 through September 30, 2017.

\$51.50 per enrolled employee per month from October 1, 2017 through September 30, 2018.

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

C. Florida Blue will pay Employer a \$50,000 wellness contribution upon the Board's approval of renewing this Agreement, for any wellness related initiatives or activities; Florida Blue will pay an additional \$50,000 wellness contribution on October 1, 2015, for a total of \$100,000.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue administrative fees.

VI. Expected Enrollment

A. The administrative fees and reserve requirement referenced above are based on an expected enrollment of: 1,500.

B. If the actual enrollment is materially different from this expected enrollment, Florida Blue reserves the right to adjust the administrative fees and the reserve requirement as set forth in the Agreement.