

REQUEST FOR PROPOSALS  
FOR  
SPECIFIC STOP/LOSS AND CRITICAL ILLNESS INSURANCE COVERAGE  
FOR  
LUCAS COUNTY EMPLOYEES AND THEIR FAMILIES  
ENROLLED IN THE EMPLOYEE GROUP HEALTH  
AND PRESCRIPTION DRUG PLANS  
PLAN YEAR 2014-2015

BOARD OF COMMISSIONERS  
LUCAS COUNTY  
ONE GOVERNMENT CENTER  
SUITE 800  
TOLEDO, OHIO 43604

DECEMBER, 2013

## LEGAL NOTICE

The Board of County Commissioners, Lucas County, Ohio will be receiving proposals for conventionally insured Specific Stop-Loss Reinsurance for the self-insured Lucas County Health, HMO and Prescription Drug plans as well as proposals for an employer paid, guaranteed issue, conventionally insured critical illness policy.

Written specifications are available through the county website at: [www.co.lucas.oh.us](http://www.co.lucas.oh.us) under Bid Posting Notifications beginning Friday, December 31, 2013.

Proposals must be completed and returned no later than 2:00 p.m. on Friday, February 11, 2014. Materials must be stamped for time and date and placed in the bid box in the reception area of the offices of the Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2259. All proposal materials will be opened and identified at that time. All coverage is effective March 1, 2014. Questions may be directed to Ms. Diane M. Ducey-Prebeg, Employee Benefits/Wellness Manager at [dducey@co.lucas.oh.us](mailto:dducey@co.lucas.oh.us).

The right is reserved to reject any and all proposals.

By order of the Board of County Commissioners, Lucas County, Ohio

Carol Contrada, President

Tina Skeldon Wozniak, Commissioner

Pete Gerken, Commissioner

Adopted: October 15, 2013 (Specific Stop-Loss Reinsurance) December 3, 2013 (Critical Illness)

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Form #1 A ----- Non Collusion Affidavit of Prime Offeror

Form #1 B -----Delinquent Tax Statement Contract Agreement

Form #2 ----- Ultimate Liability (Stop/Loss) Coverage and Critical Illness Coverage

Additional Forms: Additional Administrative Requirements Compliance with Support Order(s), No Findings for Recovery Affidavit and Non Discrimination and Equal Employment Opportunity Affidavit.

## **SECTION I: INTRODUCTION**

As Plan Sponsor, the Board of Commissioners, Lucas County, Ohio (hereinafter referred to as The Board or the County) currently makes available group term health, HMO, dental and prescription drug coverage for more than 3,200 employees. Eligibility requirements are defined and administered by Lucas County and for reference are included in the LUCAS COUNTY EMPLOYEE HEALTH BENEFIT PLAN DOCUMENTS. Respondents should note the employee initial eligibility, maintenance of eligibility, dependent child and spouse eligibility criteria. Retirees are not eligible for coverage.

This request for proposals is intended to solicit quotations from qualified (licensed, rated, approved to do business in the state of Ohio by the State of Ohio Department of Insurance) insurance companies for specific reinsurance quotations for the three employee group health plans and the prescription drug plan for program year 2014 and, possibly, 2015. (Plan year begins March 1 each year for all benefits.) For the first time the County is also requesting quotations for an employer paid, guaranteed issue critical illness policy covering various amounts such as \$5,000, \$10,000, \$20,000 etc. of eligible expenses per employee per plan year.

### **THE HEALTH PLANS.**

The Board currently provides employees their choice of one HMO plan (Paramount) or one of two health plans (The Lucas County Plan through a PPO network (FrontPath Health Coalition or Healthspan), and one prescription drug plan (Catamaran/TotalScript).

The benefits provided through each of the health plans are different for each plan. There is no employee payroll deduction required to participate in any of these plans. Effective March 2014, spouses of Lucas County employees will no longer be covered as primary on any health plan. Spouses may continue to be enrolled as primary on the dental and prescription drug plans. Spouses enrolled as primary elsewhere are welcome to enroll as secondary with the County. There is no payroll deduction for spouses enrolled as secondary with Lucas County.

The health plan through the Healthspan PPO has no deductible, requires a \$10 co-payment for primary care physician office visits, a \$15 co-payment for specialists, a \$15 co-payment for participating urgent care centers and a \$100 co-payment for emergency room usage. The plan requires a 10% coinsurance payment for medical services with an annual out of pocket maximum of \$1,000 per individual and \$2,000 per family. There is **no coverage** for elective services provided out of network. Ohio Health Choice serves as the wrap network in Ohio but outside of Lucas and Wood counties. First Health Network serves as the wrap network outside of Ohio.

The Paramount HMO plan has no deductible, requires a \$10 co-payment for primary care office visits, a \$15 co-payment for specialists, a \$15 co-payment for participating urgent care centers and a \$100 co-payment for emergency room usage. The plan requires a 25% coinsurance payment for medical services with an annual out of pocket maximum of \$1,500 per individual and \$3,000 per family. There is no coverage for elective services provided out of network.

The Lucas County Health Plan through FrontPath (PPO) also requires a \$10 co-payment for primary care physician office visits, a \$15 co-payment for specialists, a \$15 co-payment for participating urgent care centers and a \$100 co-payment for emergency room usage. The PPO plan requires a 30% coinsurance payment for medical services with an annual out of pocket maximum of \$2,000 per individual and \$4,000 per family if services are provided within the FrontPath network of participating providers. The First Health network serves as the PPO wrap network. Elective medical services obtained from medical providers not participating in Frontpath require a 50% co-payment with NO annual out of pocket maximum.

There is no deductible. All of the health plans comply with the benefit requirements of health care reform legislation.

**THE PRESCRIPTION DRUG PLAN.** The employee prescription drug program is administered by Cataraman(TotalScript). The retail portion of the plan has no annual deductible and requires a 20% co-payment for each generic medication up to \$8 per script for up to a 30-day supply (Tier I). A co-payment of \$25 per script is required for preferred brand name medications for up to a 30-day supply (Tier II). A 20% co-payment, or \$40 per script, whichever is greater, is required for any non-preferred brand name medication or any brand name medication dispensed for which there is an AB generic equivalent manufactured (including DAWs) for up to a 30 day supply. A 20% co-payment, or \$40 per script, whichever is greater also applies for any brand name medication introduced to the market after April 1, 2004 for 36 months (Tier III). Injectable insulin and oral contraceptives are covered. Disposable syringes and needles are also covered but only when prescribed with insulin. Insulin and Human Organ Transplant drugs are considered generic for purposes of determining the co-payment. A mail order option is available with the above co-payment schedule but with a 90-day supply (Tier III medications are limited to a 30 day supply). Specialty medications are available through the mail order program.

Enrollees are eligible for a 90 day supply of Tier I and Tier II medications and an annual \$350 out of pocket maximum for Tier II brand name medications and \$500 for Tier III medications if they enroll in and complete the Lucas County Expanded Prescription Drug Use Review Program with a participating pharmacist. This program is available at no charge for any enrollee. The Catalyst/Total Script formulary applies. This program has been evaluated by the University of Toledo College of Pharmacy. Their findings indicate participants who complete the program, on average, maintain greater control over their chronic disease state resulting in lower cost. Specialty pharmacy services are available through the mail order program.

Effective March 1, 2011 collective bargaining amendments to the prescription drug plan included the exclusion of all brand name proton pump inhibitors and, effective October 1, 2011, the implementation of the Catalyst therapeutic step therapy program.

The Board is currently under contract with the NFP Benefit Alliance (Not For Profit Benefit Alliance, formerly Health Care Payer's Coalition (HCPC)) to provide administrative services for the Lucas County Plan through Frontpath, the Lucas County Plan through Healthspan, Corner Dental and the dental indemnity plan. Health Design Plus is under contract with NFP Benefit Alliance to provide medical management and case management services for the Lucas County Plan through the Frontpath network. The Lucas County Plan through Healthspan uses the Healthspan Medical Management Team for medical management services.

**SPECIFIC STOP/LOSS REINSURANCE.** A specific stop/loss policy is currently provided through HM Life. The specific attachment point is \$425,000 including the self-insured health and prescription drug benefits. The policy includes claims incurred within the three-month period prior to the plan year (December, January and February) or incurred during the plan year (March through February) and paid within the plan year (15/12). The maximum specific benefit per participant in excess of the specific deductible per policy term is \$1,575,000. The policy provides an unlimited benefit per lifetime. Respondents should note, and comply with, the special risk limitations highlighted in the policy.

The specific benefit schedule, premium and special risk limitations are described in the policy currently in force. This policy is included in SECTION IV: PLAN OF BENEFITS.

A list of high dollar claimants in excess of \$50,000 in paid health claims for each of the last three years is included in SECTION VI: CLAIMS HISTORY.

**CRITICAL ILLNESS POLICY.** For the first time the Board is requesting proposals for an employer paid, guaranteed issue critical illness policy for various amounts such as \$5,000, \$10,000, \$20,000 etc. per employee per plan year. Respondents should clearly define in their proposals, by international diagnosis code, which critical illnesses qualify for reimbursement under the policy, which do not, and how the proposed policy coordinates benefits with the current health plans in place. Exclusions should be clearly described. Respondents must waive all pre-existing condition and actively at work clauses. Respondents should also clearly describe any occasions for reduction in benefits. A copy of the actual contract and policy being proposed should be included with the respondents' proposal.

Coordination of benefit provisions apply to all the above benefits. The above is only a brief summary. **To view the actual plan documents** please visit the Lucas County website at [www.co.lucas.oh.us](http://www.co.lucas.oh.us) and accessing "On Line Services," then accessing the "Document Center" and finally accessing the "Employee Benefits Folder" where all of the plan documents are available for viewing.

Plan enrollment, including COBRA enrollment, as of November, 2013 is described below.

	<u>Single</u>	<u>Family</u>	<u>Total</u>
Paramount (HMO)	355	947	1302
Lucas County Plan (PPO HealthSpan)	250	531	781
Lucas County Plan (PPO Frontpath)	306	762	1068
Lucas County Dental Plan	NA	NA	NA
Lucas Count Dental PPO (Ameritas)	NA	NA	NA
Lucas County Drug Plan	908	2237	3145
Lucas County Dental Plan (Corner)	NA	NA	NA

Open enrollment is held each year. Employees are encouraged to review information and make their selections for the next program year. Selections are binding for the entire program year. Plan years begin March 1 each year for all programs. Selected vendors are required to be present during any open enrollment meetings that may be held to present their product offerings.

No confidential or proprietary information is being required of any respondent to this request for proposals. Any information provided as part of any proposal will be considered confidential subject to applicable public information laws. **Respondents are required to clearly indicate any portions of their proposal the respondent considers to be proprietary, confidential or trade secret.**

All proposals should clearly delineate the respondent's ability to comply with all prevailing State and Federal laws including, but not limited to, state and federal health care reform legislation.

The County does **not** wish to entertain proposals to purchase aggregate stop/loss reinsurance.

Depending, at least in part on, the responses to this Request for Proposals the County may elect to continue, or may elect to not continue, to purchase stop/loss insurance.

Proposals for stop/loss attachment points below the current attachment point of \$425,000 are welcome.

Respondents should note the County might wish to guarantee reinsurance premiums for two (2) years while retaining the flexibility of altering the attachment point for the second year of coverage.

The self insurance claims experience provided in this RFP represent net dollars billed to the County and paid after provider discounts, cost management and coordination of benefit savings have been realized though they may not include subrogation claims in process. All of the contracts for medical provider networks entered into with the county require discounts to be forwarded to the county.

The County retains the right to negotiate directly with any carrier.

Respondents interested in submitting a quote for specific stop/loss and/or Critical Illness insurance should complete and return forms #1 A (Non Collusion Affidavit), #1 B (Delinquent Tax Statement) and #2 (Ultimate Liability Stop/Loss Coverage)

Additional required forms include the following: Additional Administrative requirements Compliance with Support Order(s); No Findings for Recovery Affidavit; and the Non Discrimination and Equal Employment Opportunity Affidavit.

Respondents should be aware that this request for proposals is for informational purposes. This information is shared with labor representatives after submission in order to facilitate the collective bargaining process between the County and its employees. As a result the benefits described within this RFP are subject to change. Proposals submitted in response to this RFP are likewise subject to negotiation consistent with applicable law.

In addition to these coverage arrangements, the County has retained Wells & Associates LLC of Toledo, Ohio as a consultant to provide health care cost containment consulting programming. This programming includes utilization review, demographic and risk analysis, program benefit modification recommendations and cost containment employee communications. They have had considerable input into the preparation of these specifications and will assist County personnel in the evaluation of the returned materials.

## **SECTION II: INFORMATION FOR RESPONDENTS**

1. Proposals shall be completed and returned no later than 2:00 P.M. on Friday, February 11, 2014 to the office of the Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604. The returned materials should include all appropriate enclosed forms, completed as specified. Materials should be returned in sealed envelopes clearly marked "Proposal for Health and/or Prescription Drug Stop/Loss Reinsurance." with the submitter's name and address clearly marked in the upper left-hand corner of the package. All materials will be opened and recorded at the same time specified above. No proposals will be received after that time. Once a proposal is received in a timely matter it will be subject to review and negotiation by County staff.
2. Questions regarding these specifications may be directed in writing to Ms. Diane Ducey-Prebeg, Employee Benefits/Wellness Manager at [dducey@co.lucas.oh.us](mailto:dducey@co.lucas.oh.us).
3. Submission of completed materials will serve as evidence that the interested party has examined the RFP materials and is satisfied and aware of their requirements, the conditions existing and the expectations of the employees and dependents of Lucas County.
4. Contractual arrangements will be made as soon as possible after proposal submission and evaluation. Respondents should be prepared to provide services as early as March 1, 2014. Selected contractors will be notified as soon as possible. The chosen contractor must be prepared to execute a written contract with the Board and should submit as part of their proposal the actual contract they are proposing to enter into with the Board to perform the services proposed, and the actual policy, and not merely a sample contract. (Subject to review by County Prosecutor's office).
5. The selected contractor will have to provide all of the normal administrative and service procedures routinely provided under an insurance contract plus any additional information and reporting requirements that may be considered desirable or necessary over time by the County as specified later in this request for proposals packet.
6. Insurers shall comply with all requirements of the general law and duly constituted authorities of the State of Ohio.
7. Assurances must be provided by the contractor that no employee of the contractor is a member of the Lucas County Commissioners, County staff, its committees, or is in a position to give the contractor an advantage or has the respondent colluded with any other respondent or potential respondent colluded with any other respondent. (See Non-Collusion Affidavit).
8. Respondents must provide references of similar cases administered by the contractor in the State of Ohio.
9. All respondents will be reviewed for compliance with all state and federal equal employment opportunity laws and regulations.
10. All respondents are required to complete the Non-Collusion Affidavit contained in Section VII of this document. This form must be notarized. This affidavit states that neither he nor any of his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or considerations will be hereafter paid.

11. All respondents are required to complete and submit the Delinquent Personal Property Tax Statement contained in Section VII of this document. This contract attachment states that the respondent will resolve, or make acceptable arrangements to resolve, all delinquent personal property taxes, if any, prior to entry into a contract with Lucas County. This form must be notarized.
12. The completed proposal materials must be submitted by an insurance company, or an administrative service company, or agency affiliate of the company. These specifications, as of March 1, 2014 (specific stop/loss for health and prescription drug), rescind and negate all prior agents of record agreements or similar arrangements. Lucas County will not determine any agent of record or agent authorization for any of these products. In the event multiple proposals are submitted by an insurance company it will be the insurance company's responsibility to designate the agent.
13. Please include, in addition to your original quotation or proposal, one clearly legible copy.
14. The limits and coverage set forth in these specifications are acceptable minimums. The signer of the returned materials, by submission, declares that sufficient investigation has been made to determine the character and extent of the benefits to be contracted and agrees, if the contract is awarded, to contract with Lucas County and provide its employees with insurance coverage and/or administrative services and/or stop/loss coverage as identified in the specifications within the time limits required, for the price quoted in the proposal materials.
15. In selecting a carrier the County will consider:
  - a. Low initial cost;
  - b. Low ultimate net cost;
  - c. Evidence of the ability to service the account;
  - d. Evidence of the ability to provide requested information relevant to the utilization status of the group at no additional cost;
  - e. The financial resources of the carrier;
  - f. Reputation and past experience of the carrier including, but not limited to, rating agencies, licenses and references; and,
  - g. Such other factors as may be considered appropriate.
16. A copy of the actual contract and policy for the services provided must be included with your proposal, not merely a sample. A copy of the claim forms and procedures to be utilized must also be included.
17. All interested parties shall be forewarned that Lucas County reserves the right to disqualify any and all proposals before or after opening upon evidence of collusion with intent to defraud or other illegal practices upon the part of those submitting proposals.
18. The Board has retained Wells & Associates LLC of Toledo, Ohio, on a fee-for-service basis, to provide consultation with regard to these specifications. The staff at Wells will assist the County staff in the evaluation of all materials received.
19. Each line of coverage, at the option of the County, may be considered, evaluated, and awarded separate and distinct from any other proposal item or line of coverage.
20. Interested parties should note the Lucas County plan of benefits:
  - (1) Are in writing and are available to all employees; and
  - (2) Do not discriminate in favor of highly compensated employees.

21. The Board is authorized to enter into agreements for the services described in this document without competitive bidding. The request for proposals is an informal procedure adopted solely for purposes of identifying potential providers of the services and shall not be constructed to limit, restrict, or impair in any manner the right of the County to enter into agreements or refrain from doing so at its sole discretion subject only to the requirements of the Ohio Revised Code. The County shall have no obligation to enter into an agreement with the lowest bidder or bidders. It may reject any or all proposals, negotiate an agreement or agreements with any party or parties whether or not they have submitted proposals and, if so, whether or not their proposals were lowest, and may re-advertise for new proposals, if, in its' judgment, the best interests of the County will not be served by the proposals received.

22. Respondents should be aware that confidential and/or proprietary and/or trade secret information is not being requested as part of this request for proposals. Respondents who feel compelled to submit information the respondent determines to be confidential, proprietary or a trade secret to better promote their proposals are welcome to do so but shall be subject to Ohio's public information laws. In such a case the respondent should clearly indicate which sections of their proposal contain confidential, proprietary or trade secret information.

23. Respondents should submit a copy of the Business Associate Agreement for the services they are submitting a proposal to perform if their proposed services would require such an agreement under applicable law.

### **SECTION III: GENERAL PLAN PROVISIONS**

1. The Board is interested in purchasing specific stop/loss reinsurance and critical illness insurance as economically as possible consistent with good service. As a result, all proposals submitted will be evaluated according to their relative merits in relation to the best interests of County employees and their dependents. All permanent hourly and salaried employees of the County shall become eligible for coverage according to the provisions of the LUCAS COUNTY EMPLOYEE HEALTH BENEFIT PLAN DOCUMENTS.

2. As Plan Sponsor, the Board is responsible for determining eligibility. Briefly, employees become eligible for coverage under this Plan at 12:01 A.M. on the 31<sup>st</sup> day (91<sup>st</sup> day for life insurance) following their date of hire if both of the following requirements are met:

(1) They have completed and furnished a timely application for coverage; and

(2) They have been Actively at Work more than twenty (20) hours per week for a period of four (4) consecutive weeks.

Provided, however, that the following persons shall not become eligible for coverage: temporary or emergency employees whose employment will not exceed three (3) calendar months; and students whose employment will not exceed fifteen hundred (1500) hours in any calendar year.

Employees hired on or after March 1, 2001 must be in either active pay status or active work status for a minimum average of 20 hours per week in order to maintain eligibility for benefits.

Spouses are not eligible for primary coverage in any Lucas County group health plan. Spouses may then enroll in the health plans offered by the County as secondary.

3. A complete description of the medical and prescription drug benefits is contained in the respective plan documents. These coverages are described in Section IV. Any deviations from the current benefits should be clearly delineated. Any benefit deviations proposed are subject to collective bargaining. Plan sponsored by the County.

4. Proposals submitted must waive any pre-existing condition limitations and actively at work clauses.

5. A detailed annual report, or rate renewal development summary, summarizing all plan activity for the year and including the calculation of rate adjustments must be provided.

6. Provide all other services necessary to communicate and administer the plan.

7. The insurer must demonstrate the capability to implement the plan as early as March 1, 2014.

8. Rate structures submitted must be guaranteed for a minimum of twelve (12) months with rate caps for subsequent years. Rate structures guaranteed for a minimum of twenty-four (24) months or second and third year rate caps are required as part of your proposal.

9. The County requires all insurance contracts to provide for renewal rate quotations within 120 days of contract expiration.

10. The County reserves the right to terminate any policy or contract entered into with 30 days written notice to the carrier or contractor. Reciprocal termination requires 90 days notice.

11. The Lucas County staff will be responsible for:

a. Updating enrollment information on all employees. This will include supplying, on a weekly basis, a complete enrollment file of all persons enrolled in the plan for that week. This information is transferred to the selected vendor by providing an 834 electronic file of eligible persons.

b. Issuing a single monthly payment, consolidated from all accounts of participating County departments to the insurance carrier or administrative services company.

c. Dispensing claim forms or kits provided by the carrier or administrative services company to employees utilizing benefits.

12. No reduction of existing benefit schedules will be considered when coverage is assumed under a new contractor.

13. No eligible person shall be denied benefits under the plan due to the error or omission by Lucas County staff or its agents to which such persons would otherwise be entitled solely for reason of transferring coverage from the present program to the new carrier or administrative services agent.
14. The contractor shall waive any "actively at work" clauses or related provisions for purposes of contract takeover.
15. The contractor shall waive any preexisting condition clause consistent with applicable law and the LUCAS COUNTY EMPLOYEE HEALTH BENEFIT PLAN DOCUMENTS.
16. All proposals shall include a subrogation plan provision under which the insurer or administrative services company will have the right to recover benefits paid on behalf of an enrollee from a party whose negligent or wrongful actions caused illness or injury to the employee and/or his/her dependents. The carrier or administrator will make a prompt payment of the benefits even though a third party is liable, but the right is reserved to have such payment refunded if the liability is later assumed by the third party.
17. Monthly reporting requirements will require documentation of savings under each of these plan provisions.
18. It is requested that the successful contractor maintain an office locally or make other provisions to adequately service the account.
19. All proposals submitted must be in compliance with all laws.

Inquiries may be directed in writing to:

Ms. Diane Ducey-Prebeg

Lucas County Employee Benefits/Wellness Manager

One Government Center, Suite 440

Toledo, Ohio 43604-2259

[dducey@co.lucas.oh.us](mailto:dducey@co.lucas.oh.us)

## **SECTION IV: PLAN OF BENEFITS**

The LUCAS COUNTY EMPLOYEE HEALTH BENEFIT PLAN DOCUMENTS define and describe in great detail the hospital, physician, other medical, and prescription drug coverage programs for County employees. Plan documents for the Lucas County Plan through the FrontPath network, the Lucas County Plan through the HealthSpan network and the Paramount HMO alternative describe the medical coverage through their respective plans. Parties interested providing reinsurance or critical illness coverage through conventional insurance premiums should understand that the Plan Document is the ultimate determiner of the plan of benefits County employees are entitled to.

These plan documents are available on the Lucas County website at [www.co.lucas.oh.us](http://www.co.lucas.oh.us) and accessing "On Line Services," then accessing the "Document Center," and finally accessing the "Employee Benefits Folder" where all of the plan documents are available for viewing.

### **INCLUDED IN THIS SECTION**

- COMPARISON OF BENEFITS CHART
- CURRENT HM LIFE POLICY

Please note: The enclosed Comparison of Benefits Chart is only a brief summary of how some of the benefits from each of the health plans is paid. The Plan Documents are the ultimate determiner of benefits.

## Summary of Benefits and Coverage

The benefit plan year for ALL benefits begins March 1, 2013 and continues through February 28, 2014.

The following information is not intended to be a detailed description of benefits; it is for general information purposes only. Please refer to the "Certificate of Coverage" or the "Plan Document" on the Lucas County Employee Benefit website for each respective health care plan if further clarification is needed. In the event of a conflict between this information and the "Certificate of Coverage" or the "Plan Document", the Certificate/Plan Document shall control.

All non emergency care in the Paramount and the Lucas County HealthSpan plans MUST be delivered by network providers. It is the enrollee's responsibility to use physicians and other medical providers that participate in network.

Benefits	Lucas County Plan thru HealthSpan (Formerly known as Physicians Health Collaborative) Network (10% Coinsurance applies to certain clinical, diagnostic and therapeutic procedures).	Paramount Health Care (25% Coinsurance applies to certain clinical, diagnostic and therapeutic procedures).	Lucas County Plan thru Frontpath Network (30% Coinsurance applies to certain clinical, diagnostic and therapeutic procedures delivered by network providers. 50% co-insurance applies to non emergency, non network services.)
Pre-Existing Condition	Not applicable	Not applicable	Not applicable
Out-Of-Pocket Maximum	\$1000 Single - \$2000 Family Co-payments will <u>not</u> accumulate toward satisfying these yearly maximums. Co-payments will continue to apply after out-of-pocket co-insurance maximum is met.	\$1500 Single - \$3000 Family Co-Payments/Coinsurance for DME, Prosthetics, Home health, Chiropractic, Outpatient Physical/Occupational/ Speech Therapy, Infertility Services, Vision rebate, <u>do not</u> apply toward Out of Pocket maximums.	\$2000 Single - \$4000 Family Co-payments will <u>not</u> accumulate toward satisfying these yearly maximums. There is NO out of pocket maximum for non emergency, non network services. Co-payments will continue to apply after out-of-pocket co-insurance maximum is met.

**Certain Preventive Care will be covered in network at 100% with no co-pays. Preventive Care will include screenings, checkups, patient counseling to prevent illnesses, diseases or other health problems, including, but not limited to the following:**

Well Child Care	100% with no co-pay	100% with no co-pay	100% with no co-pay
Well Baby Care	100% with no co-pay	100% with no co-pay	100% with no co-pay
Routine Pap	100% with no co-pay	100% with no co-pay	100% with no co-pay
Mammograms	100% with no co-pay	100% with no co-pay	100% with no co-pay
Prostate Exams	100% with no co-pay	100% with no co-pay	100% with no co-pay
Immunizations	100% with no co-pay	100% with no co-pay	100% with no co-pay
Routine Preventive Services & Screenings	100% with no co-pay	100% with no co-pay	100% with no co-pay
Diagnostic Testing	100% with no co-pay	100% with no co-pay	100% with no co-pay
Certain Health Education	100% with no co-pay	100% with no co-pay	100% with no co-pay
Hearing Exam	100% with no co-pay	100% with no co-pay	100% with no co-pay

Benefits	Lucas County Plan thru HealthSpan Network (Formerly known as Physicians Health Collaborative)	Paramount Health Care	Lucas County Plan thru the Frontpath Network
<b>The following benefits are subject to co-payments and/or co-insurance.</b>			
Office Visits for (non preventive) Medical Problems	\$10 co-pay for office visit only with Pediatrician or PCP or IM. Remainder paid at 90%/10%.	\$10 co-pay for office visit only with Member's PCP. Remainder paid at 75%/25%.	\$10 co-pay for general practitioner office visit only. Remainder paid at 70%/30%.
Specialist Visit	\$15 co-pay for office visit only. Remainder paid at 90%/10%.	\$15 co-pay for office visit only. Remainder paid at 75%/25%.	\$15 co-pay for office visit only. Remainder paid at 70%/30%.
OB/GYN (other than for routine preventive services)	\$15 co-pay per visit with a plan physician. Remainder paid at 90%/10%.	\$15 co-pay per visit with a plan physician. Remainder paid at 75%/25%.	\$10 co-pay for office visit only. Remainder paid at 70%/30%.
Maternity Care	\$15 co-pay for initial visit. Prenatal office exams covered in full. Hospital delivery and ancillary services paid at 90%/10%.	\$15 co-pay for initial visit. Prenatal office exams covered in full. Hospital delivery and ancillary services paid at 75%/25%.	\$10 co-pay for office visit. Remainder paid at 70%/30%.
Allergy Treatment	\$10 co-pay if performed by PCP, \$15 co-pay if performed by a Specialist. (\$25 co-pay per testing session) .	\$10 co-pay with PCP, \$15 co-pay for Specialist. (\$25 co-pay per testing session).	Testing: Plan pays 70% up to \$1000. Injection: Employee pays 30%.
Infertility Diagnosis & Testing	10% coinsurance for diagnosis & testing for infertility. \$10 co-pay for PCP office visits, \$15 co-pay for Specialist's visits. Exclusions include but are not limited to: sterilization reversal, reproductive technologies such as IVF, GIFT, ZIFT, embryo transplant svcs, self-injectable infertility drugs.	25% coinsurance for diagnosis & testing for infertility. \$10 co-pay for PCP, \$15 co-pay for Specialist's visits. Exclusions include but are not limited to: sterilization reversal, reproductive technologies such as IVF, GIFT, ZIFT, embryo transplant svcs, self-injectable infertility drugs.	Employee pays 30% of diagnosis and testing. Excludes all reproductive technologies.
Sterilization Services, Vasectomy, Tubiligation	Paid at 90%/10%.	Paid at 75%/25%.	Paid at 70%/30%.
Vision Exams/ Hardware	Vision-\$15 co-pay for one routine vision exam every 365 days. No PCP referral required. \$100 reimbursement every 24 months toward frames, lenses, additional exam or contact lenses, with a paid receipt.	Vision-\$15 co-pay for one routine vision exam every 365 days. No PCP referral required. \$100 reimbursement every 24 months toward frames, lenses or contact lenses, with a paid receipt.	Vision - \$15 co-pay for one routine vision exam every 365 days up to reasonable & customary. No referral required. \$100 reimbursement every 24 months for frames, lenses or contact lenses, or additional exam with a paid receipt.

<b>Benefits</b>	<b>Lucas County Plan thru HealthSpan Network</b> (Formerly known as Physicians Health Collaborative)	<b>Paramount Health Care</b>	<b>Lucas County Plan thru the Frontpath Network</b>
<b>Renal Dialysis</b>	Paid at 90%/10%. Requires prior authorization. (Must enroll in Medicare Part A & B if eligible.)	Paid at 75%/25%. Requires prior authorization. (Must enroll in Medicare Part A & B if eligible.)	Paid at 70%/30%. Requires prior authorization. (Must enroll in Medicare Part A & B if eligible.)
<b>Cardiac Rehabilitation</b>	Paid at 90%/10%. May be paid at 100% through the Lucas County Wellness Program.	Paid at 75%/25%. May be paid at 100% through the Lucas County Wellness Program.	Paid at 70%/30%. May be paid at 100% through the Lucas County Wellness Program.
<b>Chemotherapy &amp; Radio-Therapy</b>	Paid at 90%/10%. Requires prior authorization.	Paid at 75%/25%. Requires prior authorization.	Paid at 70%/30%. Requires prior authorization.
<b>Outpatient Surgery</b>	Paid at 90%/10%. Requires prior authorization.	Paid at 75%/25%. Requires prior authorization.	Paid at 70%/30%. Requires prior authorization.
<b>Ambulance</b>	Air/Ground - 10% coinsurance applies to emergency transportation.	Air/Ground - 25% coinsurance applies to emergency transportation.	Air/Ground - 30% coinsurance applies to emergency transportation.
<b>Emergency Accident Care, Urgent Care Centers</b>	<u>Emergency Room</u> - \$100 co-pay, waived if admitted within 24 hours. If admitted then 10% coinsurance. <u>Urgent Care</u> - \$15 co-pay	<u>Emergency Room</u> - \$100 co-pay, waived if admitted within 24 hours. If admitted then 25% coinsurance. <u>Urgent Care</u> - \$15 co-pay	<u>Emergency Room</u> - \$100 co-pay, waived if admitted within 48 hours. If admitted then 30% coinsurance. <u>Urgent Care</u> - \$15 co-pay
<b>Mental Health (Outpatient)</b>	\$15 co-pay for office visit only. Additional services paid at 90%.	\$15 co-pay for office visit only. Additional services paid at 75%.	\$15 co-pay for office visit only. Additional services paid at 70%.
<b>Mental Health (Inpatient)</b>	Paid at 90%/10%. Requires prior authorization	Paid at 75%/25%. Requires prior authorization	Paid at 70%/30%. Requires prior authorization
<b>Outpatient Chemical Dependency, Substance Abuse</b>	\$15 Co-pay per visit	\$15 Co-pay per visit	\$15 Co-pay per visit
<b>Home Health Care</b>	Paid at 90%/10%. Requires prior authorization.	Paid at 75%/25%. Requires prior authorization.	Paid at 70%/30%. Requires prior authorization.
<b>Hospice Care</b>	Paid at 90%/10%. Requires prior authorization. Bereavement counseling limited to 2 visits.	Paid at 75%/25%. Bereavement counseling available first 12 months after death of family member.	Paid at 70%/30%. Requires prior authorization. Bereavement counseling limited to 2 visits.
<b>Chiropractic</b>	\$20 Co-pay per visit. Up to \$500 max. benefit per Member.	\$20 Co-pay per visit. Up to \$500 max. benefit per Member. Referral required.	Neuro/Muscular Manipulations – Plan pays 70%. Up to \$500 max. benefit per Member.

Benefits	Lucas County Plan thru HealthSpan Network (Formerly known as Physicians Health Collaborative)	Paramount Health Care	Lucas County Plan thru the Frontpath Network
Room, Board & Ancillary Services in Semiprivate, Intensive Care or Coronary Unit	Paid at 90%/10%. Requires prior authorization.	Paid at 75%/25%. Requires prior authorization.	Paid at 70%/30%. Requires prior authorization.
Detoxification for Alcohol/Substance Abuse & Rehabilitation	Paid at 90%/10% for Detox. Requires prior authorization.	Paid at 75%/25% for Detox. Requires prior authorization.	Paid at 70%/30% for Detox. Requires prior authorization.
Inpatient, Chemical Dependency/Substance Abuse	Paid at 90%/10%. Requires prior authorization.	Paid at 75%/25%. Requires prior authorization.	Paid at 70%/30%. Requires prior authorization.
Physical Therapy	\$25 Co-pay per visit. Limited to 30 visits per Plan Year. Prior Authorization required after first 15 visits. Provided in an Outpatient setting or Specialist's Office, combined with Occupational Therapy.	\$25 Co-pay per Visit up to 30 Visits per Member, combined with Occupational Therapy.	Employee pays 30%. Limited to 15 visits per Plan Year. Additional visits with prior authorization. Provided in an Outpatient setting or Specialist's Office.
Physician Services in the Hospital, Includes Surgery & Anesthesia	Paid at 90%/10%.	Paid at 75%/25%.	Paid at 70%/30% unless otherwise specified in the Plan Document. Assistant Surgeon pays 20% surgical allowance.
Skilled Nursing Facility	Paid at 90%/10%, up to a maximum of 100 days per Member. Requires prior authorization.	Paid at 75%/25%, up to a maximum of 100 days per Member. Requires prior authorization.	Paid at 70%/30%. Requires prior authorization.
Durable Medical Equipment	Employee pays 10%. Requires prior authorization for items over \$1,500. Subject to Medicare Part B guidelines.	Employee pays 25%. Requires prior authorization for items over \$1,500. Subject to Medicare Part B guidelines.	Employee pays 30%. Requires prior authorization for items over \$1,500.
Prescription Drugs	All medications in excess of \$500 require prior authorization.	All medications in excess of \$500 require prior authorization.	All medications in excess of \$500 require prior authorization.

**Other Designated Services Requiring Prior Authorization:** All inpatient hospitalizations, all biopsies, skilled nursing facility stays, outpatient surgeries (not performed at physicians office), chemotherapy/infusion therapy, renal dialysis, radiation therapy, human organ transplant evaluation and transplantation, home health services, hyperbaric oxygen treatment, speech/respiratory therapy prior to first visit, physical/occupational therapy after the first 15 visits, durable medical equipment (\$1,500 purchase or rental), hospice care, and blepharoplasty.

Benefits	<b>Lucas County Plan thru HealthSpan Network</b> (Formerly known as Physicians Health Collaborative)	<b>Paramount Health Care</b>	<b>Lucas County Plan thru the Frontpath Network</b>
<b>Hospitals (Toledo area only listed. For complete listing of all in-network hospitals, please refer to appropriate provider directory or website).</b>	Mercy Children's Hospital, Mercy St. Anne Hospital, Mercy St. Charles Hospital, Mercy St. Vincent's Med Center, <b>**St. Luke's Hospital</b> , UT Medical Center, Wood County Hospital.	Toledo, Toledo Children's, Flower, St. Luke's Hospital, Bay Park, UT Medical Center, Fulton County Health Center, Wood County Hospital.	Toledo, Toledo Children's, Flower, UT Medical Center, St. Charles, St. Vincent's Mercy, Mercy Children's, Wood County, St. Luke's Hospital, Bay Park, St. Anne Mercy, & Fulton County Health Center.
<b>Prescription Drug Coverage</b>  <b>*All medications in excess of \$500 require prior authorization</b>  <b>** NEW: Any specialty medication costing in excess of \$1,000 per script will be subject to medical management review and may be redirected for dispensing only through a specifically selected specialty pharmacy.</b>	Through the Lucas County Prescription Drug Plan. Tier I: Generic – 20% up to \$8 (up to a 30-day supply); Tier II: Brand-\$25 (up to 30- day supply); Tier III: 20% of the cost or \$40 whichever is greater– no cap (up to 30-day supply). 90-day mail order option available for Tier I & Tier II. Max. \$350 out of pocket co-pay on Tier II with enrollment in and compliance with Lucas County Prescription Drug Use Review Program. Max \$500 out of pocket co-pay on Tier III with enrollment in and compliance with the Lucas County Prescription Drug Use Review Program. All Brand Name Proton Pump Inhibitors are excluded from coverage. Step Therapy continues to apply.	Through the Lucas County Prescription Drug Plan. Tier I: Generic – 20% up to \$8 (up to a 30-day supply); Tier II: Brand-\$25 (up to 30- day supply); Tier III: 20% of the cost or \$40 whichever is greater– no cap (up to 30-day supply). 90-day mail order option available for Tier I & Tier II. Max. \$350 out of pocket co-pay on Tier II with enrollment in and compliance with Lucas County Prescription Drug Use Review Program. Max \$500 out of pocket co-pay on Tier III with enrollment in and compliance with the Lucas County Prescription Drug Use Review Program. All Brand Name Proton Pump Inhibitors are excluded from coverage. Step Therapy continues to apply.	Through the Lucas County Prescription Drug Plan. Tier I: Generic – 20% up to \$8 (up to a 30-day supply); Tier II: Brand-\$25 (up to 30- day supply); Tier III: 20% of the cost or \$40 whichever is greater– no cap (up to 30-day supply). 90-day mail order option available for Tier I & Tier II. Max. \$350 out of pocket co-pay on Tier II with enrollment in and compliance with Lucas County Prescription Drug Use Review Program. Max \$500 out of pocket co-pay on Tier III with enrollment in and compliance with the Lucas County Prescription Drug Use Review Program. All Brand Name Proton Pump Inhibitors are excluded from coverage. Step Therapy continues to apply.

**Notes:**

**Lucas County Plan through HealthSpan (Physician's Health Collaborative) -** This plan pays 90% of all contracted cost of covered services performed within the HealthSpan (Physician's Health Collaborative) network. The employee pays 10% of the contracted cost of covered services performed within the network up to a yearly maximum out-of-pocket coinsurance of \$1000 maximum per individual or \$2000 maximum per family. Once you reach the out-of-pocket expense of \$1000 per individual or \$2000 per family, you will not be responsible to pay any more out-of-pocket expenses except for those applicable co-pays. Benefits are not paid for non-emergency elective medical services performed by non-participating network medical providers. **Eligible dependents away at school may use the local Urgent Care Center or the College Infirmary for conditions including, but not limited to, colds, flu, ear infections, sprains or strains with the applicable \$10 office visit co-pay. All other non-emergency services and routine care must be performed in-network.**

- 1) The Lucas County Plan through HealthSpan (Physicians Health Collaborative) requires use of plan providers except for Emergency Medical Conditions or student away at school conditions described above.
- 2) Referrals from a PCP to see plan Specialists are NOT required. Limited benefits renew each Contract/ PlanYear.

- 3) Employees or dependents who are in the middle of treatment and who are switching health plans need to coordinate treatment with the new health plan for services on or after March 1, 2013 including rental of medical equipment and services like maternity care, surgery, dialysis, and mental health care.
- 4) Member ID cards will show the new HealthSpan network name and logo. All members will receive new ID cards effective March 1, 2013.

**\*\* St Luke's Hospital update from HealthSpan-** Please note that many services and physician groups have transitioned at St. Luke's Hospital to Promedica Health System providers. Unfortunately, that means that not all services offered at St. Luke's Hospital can be processed as an in-network claim under the Lucas County Plan through HealthSpan. Please call HealthSpan at 419-251-0006 or 1-888-914-7726 should you have any questions.

**Lucas County Plan through Frontpath-** This Plan pays 70% of the contracted cost of covered services performed within the FrontPath network. The employee pays 30% of the contracted cost of covered services performed within the FrontPath network up to a yearly maximum out-of-pocket coinsurance of \$2000 maximum per individual or \$4000 maximum per family. This means that the employee pays 30% of the contracted cost of covered services and the County pays 70% of the contracted cost of covered services up to the annual maximum(s). Once you reach the out-of-pocket coinsurance expense of \$2000 per individual or \$4000 per family, and you continue to use the FrontPath network, you will not be responsible to pay any more out-of-pocket coinsurance expenses, except for applicable co-pays. For enrollees in this plan who seek services outside of the FrontPath network, the Lucas County Plan will pay 50% up to the Usual Customary and Reasonable amount and the employee will pay 50% up to the Usual Customary and Reasonable amount. The \$2000 per individual and the \$4000 per family out-of-pocket coinsurance maximum(s) do not apply for services provided outside of the FrontPath participating network. Co-payments will continue to apply. Co-payments do not apply to coinsurance out-of-pocket maximums.

**Eligible dependents away at school may use the local Urgent Care Center or the College Infirmary for conditions including, but not limited to, colds, flu, ear infections, sprains or strains with the applicable \$10 office visit co-pay. All other non-emergency services and routine care must be performed in-network or the out-of-network charge of 50% will be applicable with no out of pocket maximum. All members will receive new ID cards effective March 1, 2013.**

**Paramount Health Care -** For those services that have a coinsurance associated with them, the Paramount Plan pays 75% of the contracted cost of covered services performed within the Paramount network. The employee pays 25% of the contracted cost of covered services performed within the network up to a yearly maximum out-of-pocket coinsurance of \$1500 maximum per individual or \$3000 maximum per family. Once you reach the out-of-pocket expense of \$1500 per individual or \$3000 per family, you will not be responsible to pay any more out-of-pocket expenses except for those applicable co-pays. Benefits are not paid for non-emergency elective medical services performed by non-participating network medical providers. Referrals from Paramount PCP to see plan Specialists are NO LONGER required.

**Paramount's Student Program** – Paramount's STUDENT 101 program will cover student care for Emergency, Urgent Care and for follow up services. If your child needs medical care away from home beyond Emergency services, simply contact Paramount's Utilization Management department at (800) 891-2520 and select the option for *Out of Plan and Student referrals* or visit their website at [www.paramounthealthcare.com](http://www.paramounthealthcare.com). Appropriate co-pays will apply, along with a 25% coinsurance for any diagnostic/lab services. For Emergency services, **notification to the member's PCP should take place within 72 hours following the visit.** Routine wellness care, such as physical exams must be scheduled with the Member's PCP in the Paramount service area.

Paramount Health Care and the Lucas County Plan through HealthSpan (formerly Physicians Health Collaborative) require use of plan providers except for Emergency Medical Conditions. Limited benefits renew each Contract/ PlanYear.

Treatments that are in progress for employees and dependents who are switching from one health plan to another, need to be coordinated with their new health plan for any dates of service on or after March 1, 2013. Some of the most common treatments needing coordination include, but are not limited to, scheduled surgery, maternity, mental health and substance abuse care. Employees can call Paramount Member Services at 419-887-2525 or toll free at 1-800-462-3589 for questions and assistance. Members enrolled in either Lucas County Health Plan may call NFP Benefit Alliance, fka Health Care Payer's Coalition at 419-244-0135 for questions and assistance.

**Lucas County Wellness Program** – All eligible Lucas County employees and their eligible spouse/dependents may utilize the Lucas County Wellness Program. For more information, please call the health coaches at 213-2088.

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

<b>POLICY NUMBER</b>	402905-D
<b>NAME OF POLICYHOLDER</b>	Board of County Commissioners, Lucas County, Ohio
<b>TYPE OF COVERAGE</b>	Stop Loss Insurance
<b>EFFECTIVE DATE</b>	March 01, 2013
<b>POLICY TERM</b>	March 01, 2013 through February 28, 2014
<b>POLICY DELIVERED IN</b>	Ohio and governed by the laws of that state.

**HM Life Insurance Company** agrees to pay the benefits provided by this Policy, in accordance with the provisions of this Policy.

The consideration for this Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

This Policy provides benefits to the Policyholder when Eligible Claims Expenses, which are actually Paid by the Policyholder through the Covered Underlying Plan(s), exceed the levels defined in this Policy. The benefits of this Policy and the terms and conditions that apply to this Policy are explained herein.

This Policy begins at 12:01 AM current Eastern Time on the first day of the current Policy Term and ends at 11:59 PM current Eastern Time on the last day of the current Policy Term, and may be renewed for subsequent Policy Terms. If this Policy is renewed the terms and conditions of this Policy may be revised.

This Policy will terminate automatically upon the failure of the Policyholder to pay any premium within the Grace Period. Termination of this Policy for any reason other than non-payment of premium will occur following written notice by the Policyholder or us.

All provisions on this and the following pages are a part of this Policy. The definitions of terms apply whenever the terms are used anywhere in this Policy. "We", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

**HM Life Insurance Company**

By



President

This Policy is Non-Participating

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**Part 1. DECLARATION PAGE**

**A. POLICY INFORMATION**

- |    |                            |                                                                                                                                                                                |
|----|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Policy Number              | 402905-D                                                                                                                                                                       |
| 2. | Policyholder               | Board of County Commissioners, Lucas County, Ohio                                                                                                                              |
| 3. | Current Policy Term        | March 01, 2013 through February 28, 2014                                                                                                                                       |
| 4. | Covered Underlying Plan(s) | Lucas County Employee Health Plan - Paramount<br>Lucas County Employee Health Plan - FrontPath<br>Lucas County Employee Health Plan - Physicians' Health Collaborative Network |
| 5. | Claims Administrator       | Paramount Health Care<br>Healthcare Payers Coalition TPA                                                                                                                       |

**B. SPECIFIC BENEFIT SCHEDULE**

For all Eligible Claims Expenses except those to which a Special Risk Limitation applies:

- |    |                                                                                                                                                                              |           |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. | Covered Claims Basis                                                                                                                                                         |           |
|    | <b>Incurred &amp; Paid:</b> Eligible Claims Expenses Incurred from March 01, 2009 through February 28, 2014 and actually Paid from March 01, 2013 through February 28, 2014. |           |
| 2. | Specific Eligible Claims Expenses include:                                                                                                                                   |           |
|    | Health Care                                                                                                                                                                  | Yes       |
|    | Dental                                                                                                                                                                       | No        |
|    | Vision                                                                                                                                                                       | No        |
|    | Prescription Drug Card                                                                                                                                                       | Yes       |
|    | Short Term Disability                                                                                                                                                        | No        |
|    | Other:                                                                                                                                                                       | No        |
| 3. | Number of Covered Units                                                                                                                                                      |           |
|    | Single                                                                                                                                                                       | 913       |
|    | Family                                                                                                                                                                       | 2,268     |
|    | Composite                                                                                                                                                                    | 3,181     |
| 4. | Specific Deductible                                                                                                                                                          |           |
|    | Per Participant                                                                                                                                                              | \$425,000 |
| 5. | Specific Payable Percentage (in excess of Specific Deductible)                                                                                                               | 100%      |

6.	Maximum Specific Benefit	
	Per Participant in excess of the Specific Deductible	
	Per Policy Term	\$1,575,000
	Per Lifetime	Unlimited

C. PREMIUM

Specific Premium per Month

Single Employee:	\$3.95
Family:	\$12.25

Specific Rate Guarantee Period:	12 Months
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The Specific Premium per Month only applies to the current Policy Term.

D. SPECIAL RISK LIMITATIONS:

Disabled/Hospital Confined, actively at work, activity of daily living, out of hospital, or similar requirements waived with Disclosure	Yes
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Retirees Included	No
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E. AFFILIATES

None

## Part 2. BENEFITS

Unless otherwise indicated in the Covered Claims Basis section(s) in the Specific Benefit Schedule, benefits under this Policy will only be paid by us based on Eligible Claims Expenses through the Covered Underlying Plan(s) which are Incurred and or actually Paid after the Effective Date of this Policy and which are actually Paid by the Policyholder during the Policy Term. The Specific Benefit Schedule and Policy Term are shown on the Declaration Page.

### A. SPECIFIC BENEFIT

We will pay the Policyholder the following Specific Benefit, in accordance with the terms of settlement mutually agreed upon by the Policyholder and us.

The Specific Benefit payable with respect to a Participant will equal the amount of Eligible Claims Expenses which are actually Paid by the Policyholder for such Participant minus (A plus B), where:

- A = The Specific Deductible for the Participant
- B = Any amounts actually Paid for Covered Expenses Incurred by a Participant later recovered through any recovery provision of this Policy or the Covered Underlying Plan

Times the Specific Payable Percentage.

We will pay Specific Benefits as they become due following satisfaction of the Specific Deductible, subject to the terms and conditions of this Policy.

The Specific Benefit payable does not include any amount actually Paid by the Policyholder for the Policy Term for Excluded Claims Expenses.

In no event will the Specific Benefit paid by us with respect to Eligible Claims Expenses Incurred by any one Participant exceed the Maximum Specific Benefit.

## Part 3. EXCLUSIONS AND LIMITATIONS

No Deductible of this Policy will be satisfied and no benefit of this Policy will be paid for:

1. UNDERLYING PLAN: Any amount actually Paid by the Policyholder for an expense Incurred:
  - a. When the Covered Underlying Plan is not in effect; or
  - b. By a person who is not a Participant when the expense is Incurred; or
  - c. That is not specifically covered under the terms of the Covered Underlying Plan, or that the Policyholder is not required to pay in accordance with the terms of the Covered Underlying Plan; or
  - d. Prior to the initial Incurred date shown in Covered Claims Basis on the Declaration Page.
2. NONDISCLOSURE: Any amount which is actually Paid by the Policyholder for an expense which is Incurred by a Participant who:

- a. Was a Participant at the time of the initial underwriting of this Policy, but whose Known medical conditions were not accurately Disclosed to us at that time by the Policyholder or the Policyholder's Claims Administrator.
  - b. Was a Participant at the end of the Policy Term, but whose Known medical conditions were not accurately Disclosed to us by the Policyholder or the Policyholder's Claims Administrator prior to the date this Policy is renewed for a subsequent Policy Term.
  - c. Becomes a Participant after the Effective Date of this Policy, but whose Known medical conditions were not accurately Disclosed to us by the Policyholder or the Policyholder's Claims Administrator before the date the Policyholder acquires another Affiliate, establishes another class of employees eligible for coverage through the Covered Underlying Plan(s).
3. OTHER COVERAGE: The amount of any expenses for benefits to any Participant with coverage under any other plan which, when combined with the benefits payable by such other plan, would cause the total paid by that plan and the Covered Underlying Plan(s) to exceed 100% of the Participant's actual expenses.
  4. ADMINISTRATIVE COSTS: Any amount, which is actually Paid by the Policyholder for:
    - a. Administrative costs, including but not limited to, administrative costs for claim payments, networks, case management fees in excess of the usual and customary charge, PPO access fees and Prescription Drug administration fees; or
    - b. Capitation fees; or
    - c. The expense of litigation; or
    - d. Extra contractual damages, compensatory damages, or punitive damages.
  5. LOST PROVIDER DISCOUNTS: Provider discounts of any kind lost due to untimely payment of claims by the Policyholder or the Policyholder's authorized representative.

#### **Part 4. CLAIMS ADMINISTRATOR**

The Policyholder must retain a Claims Administrator at all times. All Claims Administrators must be approved by us. The Claims Administrator performs as the Policyholder's agent and we will not be held liable for any act or omission of the Claims Administrator.

We will only reimburse the Policyholder for Eligible Claims Expenses paid by an approved Claims Administrator.

The Claims Administrator will:

1. Supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims in accordance with the terms of the Covered Underlying Plan;
2. Maintain accurate records of all claim payments;
3. Maintain separate records of expenses not covered; and
4. Provide us with the following data for the preceding Policy Month on or before the 30th day of each succeeding Policy Month:

- a. notice of claims that reach 50% of the Specific Deductible; and
  - b. number of Covered Units or Covered Family Units;
  - c. total amount of claims paid.
5. Secure and keep renewed, at their expense, all licenses, permits, authorizations or certificates of authority in the states where the Claims Administrator conducts the business of insurance in accordance with statutory requirements.

We will not be responsible for any compensation due to the Claims Administrator for functions performed by the Claims Administrator for the Policyholder.

This Policy will not be deemed to make us a party to any agreement between the Policyholder and the Claims Administrator.

For the purpose of any notice required from us under the provisions of this Policy, notice to the Policyholder's Claims Administrator will be considered notice to the Policyholder and notice to the Policyholder will be considered notice to the Policyholder's Claims Administrator.

#### **Part 5. CLAIM PROVISIONS**

##### **A. NOTICE OF CLAIM**

The Policyholder or the Policyholder's Claims Administrator must notify us within 20 days of the date:

1. The Policyholder or the Policyholder's Claims Administrator is notified that a Participant has Incurred Eligible Claims Expenses through the Covered Underlying Plan for a Catastrophic Claim, Large Claim or Shock Loss; or
2. The Policyholder or the Policyholder's Claims Administrator is notified that a Participant has Incurred Eligible Claims Expenses through the Covered Underlying Plan that exceed 50% of the Specific Deductible.

Failure to give notice within such time will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice in time and that notice was given as soon as was reasonably possible. The notice to us must include:

1. The identity of or unique identifier associated with the Participant.
2. A description of the illness or accident and the prognosis.
3. A listing of the Eligible Claims Expenses Incurred by or Known to the Policyholder to date through the Covered Underlying Plan(s).

##### **B. PROOF OF LOSS**

The Policyholder or the Policyholder's Claims Administrator must provide satisfactory proof of loss to support a claim within 90 days after the end of the current Policy Term or the end of the Paid period shown in Covered Claims Basis for the current Policy Term, if later. Claims not filed within this time limit will be denied and no benefits will be paid by us.

Upon presentation of satisfactory proof of loss the Policyholder represents that all monies necessary to pay for services and supplies have been paid to the Participant or respective providers of medical services or supplies to which the claim for reimbursement under the Policy relates.

#### **Part 6. MATERIAL CHANGES**

We reserve the right to approve any Material Change or Change. The Policyholder or the Policyholder's Claims Administrator must notify us of any Change in writing prior to the effective date of such Change.

Upon receipt of a Material Change we reserve the right to:

1. Accept the Change without revising the Premium Rates and/or other terms and conditions of this Policy; or
2. Accept the Change and revise the Premium Rates and/or other terms and conditions of this Policy; or
3. Not accept the Change and pay benefits under this Policy as if the Change had not occurred.

If we accept the Change we will consider the Change approved on the date of the Change.

Payment of any benefits under this Policy based on a Change is subject to the Policyholder's written acceptance of any necessary adjustment to the premium.

#### **Part 7. TERMINATION AND RENEWAL**

##### **A. TERMINATION**

This Policy and all coverage under this Policy will terminate 11:59 PM current Eastern Time on the earliest of the following dates:

1. The end of the last period for which premiums were paid.
2. The Premium Due Date next following receipt by us of written notice from the Policyholder that this Policy is to be terminated.
3. The end of any Policy Term, following 30 days prior written notice to the Policyholder of termination.
4. The Premium Due Date following 30 days prior written notice to the Policyholder that we are planning to terminate this Policy because:
  - a. there are fewer than 50 Covered Units; or
  - b. we have refused to accept a Material Change; or
  - c. the Policyholder has refused to accept any necessary adjustment to the premium due to a Material Change; or
5. The date the Covered Underlying Plan(s) and all coverage under such plan(s) end.

6. The date of cancellation of the administrative agreement between the Policyholder and the Policyholder's Claims Administrator, unless the Policyholder has selected another administrator prior to such cancellation and we have consented to the Policyholder's selection in writing.
7. On any date mutually agreed to by the Policyholder and us.

If this Policy terminates prior to the end of the current Policy Term, the Covered Claims Basis of this Policy will be limited to Eligible Claims Expenses Incurred and actually Paid by 11:59 PM current Eastern Time up to the date this Policy terminates.

#### B. RENEWAL

Unless terminated during or prior to the end of current Policy Term, this Policy may be renewed at the end of any Policy Term. At renewal we reserve the right to revise the terms and conditions that apply to the Policy including the rates, Deductibles, and the terms and conditions of this Policy by providing written notice to the Policyholder.

Renewal is subject to:

1. Receipt of any requested Claim Information prior to the beginning of the subsequent Policy Term; and
2. The Policyholder's written acceptance of the terms and conditions that apply to the renewal prior to the beginning of the subsequent Policy Term.

### Part 8. PREMIUMS

#### A. AMOUNT OF PREMIUMS

Premium is calculated based upon the number of Covered Units reported in any given Policy Month. The number of Covered Units for each Policy Month will be determined in accordance with the definition of Covered Unit. The estimated number of Covered Units for the first Policy Month shown in the Specific Benefit Schedule is based on the estimated initial enrollment.

#### B. CHANGES IN PREMIUM RATES

We reserve the right to change any rate or percentage used in determining the monthly premium. The change may occur on one of the following dates:

1. On any Premium Due Date, if the number of Covered Units changes by more than 10% on the Effective Date of this Policy or the number on the date of the last Policy Anniversary, whichever is the later date.
2. Retroactively to the beginning of the Policy Term, if we determine that claim payments are not being made in accordance with the terms and conditions of the Covered Underlying Plan(s).
3. On the date of any Material Change approved by us.
4. The date of an administrative agreement between the Policyholder and a new Claims Administrator is effective provided we have consented to the Policyholder's selection in writing.

5. On any Policy Anniversary.
6. At the end of any Policy Term.

We will give the Policyholder 30 days prior written notice of any change in any rate or percentage used in determining the monthly premium.

C. PAYMENT OF PREMIUMS

All premiums are due on the applicable Premium Due Date. Each premium is payable by the Policyholder on or before the Premium Due Date direct to us at our Home Office. The payment of each premium as it becomes due will maintain this Policy in force through the date immediately preceding the next Premium Due Date.

D. GRACE PERIOD

A Grace Period of 31 days will be allowed for the payment of each premium after the first premium. Should a premium which is otherwise due not be paid during the Grace Period, this Policy will automatically terminate on the last day of the Policy Month for which premiums were last paid at 11:59 PM current Eastern Time, without further notice to the Policyholder. Our liability will be limited to Eligible Claims Expenses that are Paid by the Policyholder prior to 11:59 PM current Eastern Time on last day of the Policy Month for which premiums were last paid.

**Part 9. GENERAL PROVISIONS**

A. EXTENT OF OBLIGATION

We do not have any obligation under this Policy for any legal expenses incurred or judgement(s) awarded arising out of any dispute involving a current participant or former Participant in the Policyholder's Covered Underlying Plan(s) other than those incurred as a result of our sole negligence or intentional wrongful acts. If we are notified that we have been named, or are likely to be named, as a defendant in any action involving a Participant or former Participant in the Covered Underlying Plan(s), we will give the Policyholder written notice of the dispute within a reasonable time. We will make all probative material available to the Policyholder upon written request from the Policyholder. We will cooperate with the Policyholder in matters pertaining to the dispute. However, such cooperation with the Policyholder will not waive our right to solely defend or settle any such action in any manner we deem prudent. Taxes incurred with respect to premiums paid for this Policy are our responsibility. We are not responsible for or obligated to pay any taxes incurred with respect to funds paid to or by the Policyholder through the Covered Underlying Plan(s).

B. TAXES

The Policyholder agrees to hold us harmless from any state premium taxes incurred with respect to funds paid to or by the Policyholder through the Covered Underlying Plan(s). If any state premium tax is assessed against us with respect to such funds, the Policyholder must reimburse us for the amount of the state premium tax liability including any interest, penalty and costs incurred by us as a result of the assessment. Taxes incurred with respect to premiums paid for this Policy will be our responsibility.

C. NOTICE OF OBJECTION

Any objection, notice of legal action, or complaint received on a claim processed by the Policyholder or the Policyholder's Claims Administrator and on which it reasonably appears a benefit will be payable to the Policyholder under this Policy, must be brought to the immediate attention of our claims department.

D. POLICY NON-PARTICIPATING

This Policy is non-participating and does not share in our surplus earnings.

E. OFFSET

We have the right to offset any benefits payable to the Policyholder under this Policy against premiums due and unpaid by the Policyholder, but this right will not prevent the termination of this Policy for non-payment of premium.

F. RECOVERY

The Policyholder must prosecute any and all valid claims that the Policyholder may have against third parties arising out of any occurrence resulting in a payment for Eligible Claims Expenses by the Policyholder and must account to us for any amounts recovered.

At that time we may, at our option, bring legal action to recover from the third party the amount of any benefits we paid to the Policyholder in connection with the payment of Eligible Claims Expenses caused by the third party's negligence or wrong-doing. The Policyholder will be required to provide us with any legal instruments, documents, or a paper we may need to exercise our right to recover and the Policyholder is prohibited from doing anything to prejudice our right to recover payments from the third party.

G. REIMBURSEMENT

In the event that the Policyholder recovers from a third party with respect to any Eligible Claims Expenses for which benefits were paid under this Policy, the Policyholder must repay us. The full amount of any and all such funds recovered must be returned to us first before any Deductible under this Policy will be satisfied. No part of any Eligible Claims Expense which is actually Paid by the Policyholder and for which the Policyholder has been reimbursed by a third party may be used to meet any Deductible under this Policy. This provision will survive the termination of this Policy.

H. WAIVER

Our failure to insist upon the Policyholder's or the Policyholder's Claim Administrator's strict compliance with any requirement or condition of this Policy at any time or under any circumstance will not constitute a waiver of any such requirement or condition by us at any time under the same or different circumstances.

## Part 10. RECORDS AND REPORTS

### A. REPORTING

The Policyholder or the Policyholder's Claims Administrator must:

1. Keep appropriate records regarding administration of the Covered Underlying Plans; and
2. Allow us to review and copy, during normal business hours, all records affecting our liability under this Policy; and
3. Submit all proofs, reports, and supporting documents requested by us, including, but not limited to, a monthly summary of all Eligible Claims Expenses which were processed by the Policyholder or the Policyholder's Claims Administrator on a timely basis.

Clerical error, whether by the Policyholder or by us, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated.

### B. AUDITS

We reserve the right to inspect and audit all of the Policyholder's and the Policyholder's Claims Administrator's records and procedures that pertain to this Policy prior to or after processing a claim for benefits. We also reserve the right to require proof that payment of Eligible Claims Expenses has been made to the Participant or the provider of the Covered Services that are the basis for any claim by the Policyholder under this Policy.

### C. UNDERWRITING INFORMATION

We rely on the underwriting information and Claim Information provided by the Policyholder or the Policyholder's Claims Administrator:

1. To issue this Policy; and
2. To accept a person as a Participant; and
3. To renew this Policy.

Should additional information become Known after one of these events that affect the rates, deductibles, or the terms and conditions of this Policy, we reserve the right to revise the rates, deductibles, and the terms and conditions of this Policy retroactive to the effective date of the current Policy Term by providing written notice to the Policyholder.

## Part 11. LIABILITY AND INDEMNIFICATION

### A. LIABILITY

We will have neither the right nor the obligation under this Policy to directly pay any Participant or provider of Covered Services for any benefit that the Policyholder has agreed to provide through the terms of the Covered Underlying Plan(s). Our sole liability under this Policy is to the Policyholder.

**B. INDEMNIFICATION**

To the extent we suffer any liability, loss or expense due to a misstatement or failure to provide any Known or requested information, or failure to provide any additional information requested by us on a Participant or a person for whom we have requested Disclosure or Claim Information, the Policyholder agrees to indemnify us up to the amount of such liability, loss or expense, and all costs associated with such liability, loss or expense.

To the extent the Policyholder suffers any liability, loss or expense due to our breach of this Policy or due to our negligence or wrongful acts, we agree to indemnify the Policyholder up to the amount of such liability, loss or expense, and all costs associated with such liability, loss or expense.

**Part 12. ENTIRE CONTRACT, CHANGES**

The entire contract consists of:

1. The pages of this Policy including any amendments, endorsements or riders; and
2. The Application; and
3. Submitted Claim Information; and
4. Disclosure Statements and Disclosure Forms; and
5. Attached documents necessary for the administration of this Policy.

This Policy or the Policyholder's coverage under this Policy may be amended at any time by mutual consent between the parties. No change in this Policy will be valid unless it is approved in writing by one of our executive officers and delivered to the Policyholder for attachment to this Policy. This approval must be shown on or attached to this Policy. No Agent or Claims Administrator has authority to change this Policy or to waive any of its provisions.

**Part 13. INCONTESTABLE CLAUSE**

In the absence of fraud, any statement made by the Policyholder is a representation and not a warranty. No statement made by the Policyholder affecting this Policy will be used to deny a claim or to deny the validity of this Policy unless contained in a written instrument signed by the Policyholder and a copy of the written instrument has been given to the Policyholder.

**Part 14. LEGAL ACTIONS**

No action at law or in equity may be brought to recover under this Policy until 60 days after written proof of loss has been furnished to us. No such action may be brought more than three years after the time within which proof of loss is required to be furnished.

**Part 15. INSOLVENCY**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder or the Policyholder's Claims Administrator will not impose upon us any liability other than the liability defined in this Policy.

## Part 16. ASSIGNMENT

The Policyholder's rights and benefits under this Policy cannot be assigned.

## Part 17. DEFINITIONS

**AFFILIATE** means a company subsidiary to, affiliated with, or controlled by the Policyholder. Eligible Affiliates are shown in the Declaration Page. Additions and terminations may only be made by amendment to coverage under this Policy. Termination of an Affiliate is treated as termination of coverage for that company only.

**AGENT** means the Policyholder's representative, including but not limited to, the agent, producer or broker of record, or Claims Administrator.

**ALTERNATE SPECIFIC DEDUCTIBLE** means a separate Specific Deductible, if any, shown in Special Risk Limitations for certain participants identified in the Policy which must be satisfied prior to any Specific Benefit becoming payable with respect to such participants.

**APPLICANT** means the entity; that has contracted with us to provide Stop Loss coverage.

**APPLICATION** means the written request of an entity through its duly authorized representative(s) for insurance under this Policy on a form acceptable to us.

**CATASTROPHIC CLAIM** means any Known claim for a Covered Claim Expense Incurred, or expected to be Incurred by a Participant that may reasonably be assumed will exceed 50% of the Specific Deductible.

**CLAIM INFORMATION** means to provide Complete Details following a Diligent Review of the data requested by us in connection with the application for, or renewal of, this Policy on any claim incurred, paid or pended 30 days prior to the beginning of any Policy Term or prior to a Material Change, Claim Information includes but is not limited to Catastrophic Claims, Large Claims and Shock Losses.

**CLAIMS ADMINISTRATOR** means the third party administrator designated by the Policyholder and approved by us. The Claims Administrator is shown in the Declaration Page.

**COMPLETE DETAILS** means detailed information including, but not limited to the Participant's name and social security number, date of birth, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond the Policyholder's or the Policyholder's Claims Administrator's control), and provider name on any Participant covered by, or eligible for coverage, under a Covered Underlying Plan. For purposes of privacy, a unique identifier may be used to identify the Participant in lieu of the person's name, social security number and date of birth.

**COVERED CLAIMS BASIS** means the time period shown in the Specific Benefit Schedule during which an Eligible Claims Expense must be Incurred and the time period during which an Eligible Claims Expense must be actually Paid by the Policyholder in any Policy Term. The Covered Claim Basis is shown in the Specific Benefit Schedule.

**COVERED SERVICE or SERVICES** means a service, supply or treatment for which the Participant has incurred an Eligible Claims Expense and for which benefits are payable through the Covered Underlying Plan(s). This does not include any service excluded under Special Risk Limitations.

**COVERED UNDERLYING PLAN(S)** means the plans which are identified in this Policy. This does not include any plan excluded under Special Risk Limitations.

**COVERED UNIT or COVERED UNIT(S)** means a group of one or more Participants composed of one or more of the following types of Covered Units:

1. Single - a single employee, associate or member; or
2. Family - the family of an employee, associate or member; or
3. Composite - the employee, associate or member and all members of his or her family.

The number of Covered Units is used to calculate the premium due each month. The estimated number and type of Covered Units for the first Policy Month of the current Policy Term is shown under Number of Covered Units in the Specific Benefit Schedule.

**DEDUCTIBLE(S)** means the Specific Deductible or Alternate Specific Deductible as shown in the Specific Benefit Schedule or under Special Risk Limitations.

**DILIGENT REVIEW** means a complete review by the Policyholder or Policyholder's Claims Administrator of the Covered Underlying Plan prior to the beginning of any Policy Term for Known potential Large Claims. The potential for a Large Claim is Known if prior to the beginning of any Policy Term or prior to a Material Change a reasonable person could assume the Policyholder or the Policyholder's Claims Administrator has actual information about such claim.

**DISCLOSURE FORM OR DISCLOSURE STATEMENT** means the document signed by the Policyholder following a Diligent Review that provides information, upon which we will rely, in part, to issue the Policy.

**DISCLOSURE OR DISCLOSED** means to provide Complete Details and any other documentation requested following a Diligent Review including but not limited to census information and Claim Information prior to the beginning of any Policy Term or prior to a Material Change.

**EFFECTIVE DATE** means the date shown on the cover page of this Policy.

**ELIGIBLE CLAIMS EXPENSE** means an expense for a Covered Service which is Incurred by a Participant and for which benefits have been actually Paid by the Policyholder in accordance with the terms of the Covered Underlying Plan(s). This term does not include an expense:

1. Not specifically included under the terms of the Covered Underlying Plan; or
2. Excluded under the terms of the Covered Underlying Plan; or
3. Excluded under the terms of this Policy including Excluded Claims Expenses, if any, shown in Special Risk Limitations.

**EXCLUDED CLAIMS EXPENSES** means expenses which are Incurred by a Participant for services, supplies and treatment for, or related to, the condition, or resulting complications, of an injury or sickness described in Special Risk Limitations.

**INCURRED** means the date a Participant receives a service, supply or treatment for an Eligible Claims Expense.

**KNOWN** means information affecting the administration or underwriting of this Policy, which a reasonable person can assume the Policyholder or the Policyholder's Claims Administrator had knowledge of prior to a request for Disclosure or Claim Information.

**LARGE CLAIM, SHOCK CLAIM OR SHOCK LOSS** means any loss that is reasonably likely to result in a potentially Catastrophic Claim, or any other loss due to the nature of the injury, illness or diagnosis that the Policyholder or the Policyholder's Claims Administrator reasonably assumes will result in a significant medical expense in the current or next Policy Term.

**MATERIAL CHANGE or CHANGE** means an action by the Policyholder that may have an economic impact on our liability under this Policy. Material Changes include, but are not limited to, the following:

1. Changes in:
  - a. The information Disclosed or submitted by the Policyholder upon which our assessment of risk was based; or
  - b. The Covered Underlying Plan(s); or
  - c. The Claims Administrator.
2. An increase or decrease of the number of Covered Units by more than 10% from the Effective Date of this Policy or the date of the last Policy Anniversary, whichever is the later date.
3. A merger, acquisition, divestiture or similar transaction involving the Policyholder.
4. A bankruptcy proceeding involving the Policyholder or an Affiliate.
5. Any other change in factors bearing on the risk assumed by us, including but not limited to the age, sex, geographic location and occupation of a Participant or a change in law or legislation changes the nature of the risk assumed by us under this Policy.

This term does not include a change in the Covered Underlying Plan required by state or federal law.

**MAXIMUM SPECIFIC BENEFIT** means the maximum dollar amount we will pay the Policyholder per Participant for the Specific Benefit. The Maximum Specific Benefit is shown in the Specific Benefit Schedule.

**PAID** means the date:

1. Eligible Claims Expenses have been adjudicated and approved by the Policyholder or the Policyholder's Claims Administrator; and
2. A check or draft for remuneration has been issued and deposited in the U.S. Mail (or other similar conveyance), or is otherwise delivered to the payee electronically or in person; or a credit transaction has been agreed to by the Policyholder or the Policyholder's Claims Administrator and received by the payee electronically or in person; and
3. Sufficient funds are on deposit the date the check or draft is issued to permit the check or draft to be honored; or a sufficient line of credit exists to honor the check, draft or transaction.

A claim will not be considered actually Paid until all of these conditions are satisfied. A draft or check returned to the Policyholder or Claims Administrator for any reason, or any credit transaction not honored by the payee for any reason will not be considered actually Paid.

For purposes of this definition, "payee" means a Participant that received the Covered Service or the health care provider that provided the Covered Service to the Participant.

**PARTICIPANT or PARTICIPANTS** means a person who is an employee, associate or member of the Policyholder or Affiliate, and the dependents of such persons who are covered, or who become eligible for coverage, through a Covered Underlying Plan.

**POLICY** means this contract between the Policyholder and us with respect to Stop Loss Insurance.

**POLICY ANNIVERSARY** means each anniversary of the Effective Date of this Policy, unless changed by agreement between the Policyholder and us.

**POLICYHOLDER** means the entity shown on the cover page of this Policy.

**POLICY MONTH** means successive intervals of time, while this Policy is in effect, determined on a monthly basis starting on the Effective Date of this Policy. Each new interval will begin on a day that corresponds to the Effective Date of this Policy. If there is no such day in any applicable month, then the last day of the month will be used.

**POLICY TERM** means the time period shown in the Declaration Page. For purposes of this definition:

1. An initial Policy Term is the period of time from the effective date of the policy to the date of the first Policy Anniversary.
2. A current or renewal Policy Term is the period of time either from the effective date of the Policy, or the date of the last Policy Anniversary, to the date of the next Policy Anniversary.

Each Policy Term after the initial Policy term will begin on the Policy Anniversary. The initial Policy Term will begin on the Effective Date of this Policy.

**PREMIUM DUE DATE** means the Effective Date of this Policy and the first day of each following Policy Month.

**SPECIAL RISK LIMITATION** means any modification of the terms or conditions of this Policy.

**SPECIFIC BENEFIT** means the benefit paid when Eligible Claims Expenses actually Paid by the Policyholder for a Participant in any Policy Term exceed the Specific Deductible.

**SPECIFIC DEDUCTIBLE** means the dollar amount which must be satisfied prior to any Specific Benefit becoming payable. The Specific Deductible is shown in the Specific Benefit Schedule.

**SPECIFIC PAYABLE PERCENTAGE** means the percentage of the Specific Benefit, otherwise payable to the Policyholder, that will be paid when Eligible Claims Expenses, which are actually Paid by the Policyholder for a Participant, exceed the Specific Deductible. The Specific Payable Percentage is shown in the Specific Benefit Schedule.

**STOP LOSS INSURANCE** means the coverage provided under this Policy, which provides benefits to the Policyholder when Eligible Claims Expenses which are actually Paid by the Policyholder through the Covered Underlying Plan(s) exceed the levels defined in this Policy.

**UNDERLYING PLAN(S)** means the employee benefit plans of the Policyholder which provide the benefits identified in the Specific Benefit Schedule to the Policyholder's or an Affiliate's employees, associates or members and their dependents. This Policy insures the Policyholder for excess losses through the employee benefit plans identified in this Policy as a Covered Underlying Plan. This term does not include any employee benefit plan of the Policyholder that is not identified as a Covered Underlying Plan in this Policy.

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

## RENEWAL RIDER

To be attached to and made part of Policy 402905-D issued to Board of County Commissioners, Lucas County, Ohio as Policyholder.

It is hereby agreed effective March 01, 2013 that Policy 402905-D replaces Policy 402905-C for the Policy term beginning March 01, 2013 and ending February 28, 2014 in its entirety.

All other terms and conditions of the Policy will continue to apply including but not limited to reapplication of the Specific Deductible in the next Policy Term.

**HM Life Insurance Company**

By



President

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

## SPECIFIC ADVANCE FUNDING RIDER

To be attached to and made part of Policy 402905-D issued to Board of County Commissioners, Lucas County, Ohio as Policyholder. Effective March 01, 2013 it is hereby agreed:

The only Covered Expenses eligible for Specific Advance Funding are those that exceed the sum of the Specific Deductible per Participant or the Alternate Specific Deductible shown in the Special Risk Limitations.

Specific Advance Funding is available if all of the following conditions have been met:

1. The Specific Deductible per Participant or the Alternate Specific Deductible per Participant has been met.
2. Claims submitted for an advance must be fully processed by the Claims Administrator and ready for payment according to the terms of the Covered Underlying Plan within the current Policy Term.
3. Each request for an advance must be equal to or greater than \$1,000.
4. Claims must be incurred during the current Policy Term and we must receive the request for an advance no later than 15 days prior to the end of the current Policy Term. Any request received after this period is not eligible for Advance Specific Funding.
5. The Covered Expense for which funds were advanced must be actually Paid within 5 working days after receiving the advance for such expense. We will consider any Covered Expense actually Paid within this time period to have been Paid within the current Policy Term, or at the end of the Paid period for that term, if later, even if such payment occurs after the end of the current Policy Term. If the Policyholder does not pay the Covered Expense within this time period, the advance must be refunded to us within 5 working days.
6. Any funds advanced by us not used to pay a Covered Expense due to any type of discounting must be refunded to us within 5 working days.
7. Premiums must be paid prior to the Premium Due Date. Should a premium which is otherwise due not be paid prior to the end of the Grace Period:
  - a. The Policy will automatically terminate on the last day of the Policy Month for which premiums were last paid; and
  - b. The Policyholder must reimburse us for the any funds advanced by us within 5 working days.

All other terms and provisions of the Policy will apply.

**HM Life Insurance Company**

By



President

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

## CANCER CLINICAL TRIAL RIDER

To be attached to and made part of Policy 402905-D issued to Board of County Commissioners, Lucas County, Ohio as Policyholder. Effective March 01, 2013 it is hereby agreed that the definition of Eligible Claims Expenses is amended by the addition of:

This term includes the following items and services in connection with an approved cancer clinical trial:

1. Otherwise covered physician fees, laboratory expenses, and expenses associated with a hospitalization; and
2. Evaluation and treatment of the patient associated with the underlying disease; and
3. The cost of care consistent with the usual standards of care whenever a patient receives medical care associated with an approved cancer clinical trial; and
4. Care that would be covered by the Covered Underlying Plan if such items and services were provided other than in connection with an approved cancer clinical trial.

The term does not include the following items and services in connection with a cancer clinical trial:

1. The costs of the investigational drugs or devices themselves; or
2. The costs of any non-health service that might be required for a Participant to receive the treatment or intervention (e.g., transportation, hotel, meals, and other travel expenses); or
3. The costs of managing the research; or
4. Any cost which would not be covered under the Covered Underlying Plan's benefits for non-investigational treatments.

An approved cancer clinical trial must include a scientific study of a new therapy or intervention for the treatment, palliation, or prevention of cancer in human beings that meets all of the following requirements:

1. The treatment or intervention is provided pursuant to an approved cancer clinical trial that has been funded, authorized or approved by one of the following:
  - a. The National Institutes of Health (NIH) including the National Cancer Institute (NCI); or
  - b. The United States Food and Drug Administration (FDA) in the form of an investigational new drug (IND) exemption; or
  - c. The United States Department of Veterans Affairs (VA); or
  - d. Centers for Disease Control and Prevention (CDC); or

- e. Agency for Healthcare Research and Quality (AHRQ); or
  - f. Centers for Medicare and Medicaid Services (CMS).
2. The proposed therapy has been reviewed and approved by the applicable qualified Institutional Review Board.
  3. The available clinical or pre-clinical data indicate that the treatment or intervention provided pursuant to the approved cancer clinical trial will be at least as effective as standard therapy, if such therapy exists, and is anticipated to constitute an improvement in effectiveness for treatment, prevention, or palliation of cancer.
  4. The facility and personnel providing the treatment are capable of doing so by virtue of their experience and training.
  5. The trial consists of a scientific plan of treatment that includes specific goals, a rationale and background for the plan, criteria for patient selection, specific directions for administering therapy and monitoring patients, a definition of the quantitative measures for determining treatment response, and methods for documenting and treating adverse reactions. All such trials must have undergone a review for scientific content and validity, as evidenced by approval from one of the federal entities identified above.
  6. The trial must:
    - a. Evaluate a service which is otherwise an Eligible Claims Expense; and
    - b. Have a therapeutic intent (i.e., not designed exclusively to test toxicity or disease pathophysiology); and
    - c. Enroll diagnosed Participants.

All other terms and provisions of the Policy will continue to apply.

**HM Life Insurance Company**

By



President

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

## EXTENDED LIABILITY RIDER

To be attached to and made part of Policy 402905-D issued to Board of County Commissioners, Lucas County, Ohio as Policyholder. Effective March 01, 2013 it is hereby agreed that the Covered Claims Basis in the Specific Benefit Schedule is amended by the addition of:

If an Eligible Claim Expense is denied by the Policy and that denial is subsequently reversed by an Independent Review Organization (IRO) the Covered Claims Basis for the Policy Term in which such Eligible Claim Expense was denied will include all such Eligible Claim Expenses reversed by an Independent Review Organization (IRO).

**Independent Review Organization (IRO)** means the organization for external review as required under the external review process of the Patient Protection and Affordable Care Act.

If the Policy terminates prior to the end of the current Policy Term:

1. The Covered Claims Basis in the Specific Benefit Schedule is limited to Eligible Claims Expenses Incurred and actually Paid by 11:59 PM current Eastern Time up to the date the Policy terminates; and
2. No Deductible of the Policy will be satisfied and no benefit will be paid under the Policy for Eligible Claim Expenses denied prior to the date the Policy terminates that are subsequently reversed by an Independent Review Organization (IRO).

All other terms and provisions of the Policy will continue to apply.

**HM Life Insurance Company**

By



President

## **SECTION V CENSUS INFORMATION**

Please see the employee census for each of the plans located on the Lucas County website at [www.co.lucas.oh.us](http://www.co.lucas.oh.us) under "Bid Posting Notifications".

AGE	<u>HMO</u>		<u>LC PLAN</u>		<u>LC PLAN/B</u>	
	<u>MALES</u>	<u>FEMALES</u>	<u>MALES</u>	<u>FEMALES</u>	<u>MALES</u>	<u>FEMALES</u>
15 & Under	0	0	0	0	0	0
16	0	0	0	0	0	0
17	0	0	0	0	0	0
18	0	0	0	0	0	0
19	0	0	0	0	0	0
20	0	0	0	0	0	0
21	0	0	0	1	0	0
22	0	1	1	0	2	3
23	4	4	2	1	3	3
24	3	5	1	1	3	1
25	5	5	6	2	3	12
26	7	8	3	3	5	4
27	8	3	0	3	7	8
28	7	17	4	4	4	2
29	10	11	7	3	10	8
30	8	15	4	10	7	6
31	5	18	13	11	4	9
32	4	21	6	7	6	5
33	10	17	10	14	11	7
34	10	23	5	19	9	6
35	3	13	4	14	3	16
36	7	24	5	16	3	4
37	7	19	7	12	7	19
38	12	23	8	9	9	7
39	11	26	10	13	12	17
40	17	24	8	21	2	11
41	10	32	13	9	13	20
42	13	28	12	16	9	16
43	16	31	18	18	8	22
44	12	32	17	20	4	15
45	13	30	10	17	12	16
46	12	32	13	23	4	15
47	15	31	10	25	6	18
48	10	27	5	25	13	17
49	13	37	7	29	11	16
50	9	24	10	24	10	22
51	21	23	15	26	7	14
52	18	24	15	31	7	13
53	17	20	11	16	6	18
54	9	33	11	25	13	10
55	12	20	15	18	8	18
56	12	28	11	23	8	10
57	13	17	16	20	7	10
58	6	21	10	22	9	19
59	8	21	14	16	7	7
60	10	19	7	23	5	6
61	7	12	8	16	2	9
62	6	13	10	20	3	7
63	9	12	9	9	5	5
64	4	8	6	7	3	8
65	4	11	5	11	3	4
66	6	9	4	5	1	3
67	2	3	3	3	2	0
68	2	2	3	7	0	0
69	1	1	1	2	0	1
70	0	3	2	3	0	1
71	1	2	0	0	0	0
72	0	0	1	0	0	0
73	0	1	0	0	0	2
74	0	0	1	0	0	0
75	0	0	1	0	0	0
76	0	0	0	0	0	0
77	0	1	0	0	0	0
78	0	0	0	1	0	0
79	0	0	0	0	0	0
80	0	0	0	0	0	0
81	0	0	0	0	0	0
82	1	0	0	0	0	0
83	0	0	0	0	0	0
84	0	0	0	0	0	0

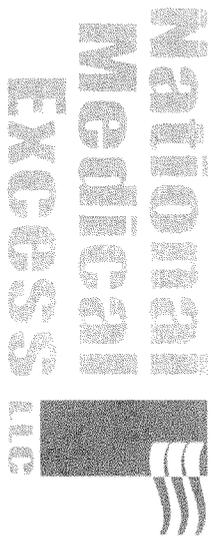
	<u>HMC</u>	
<u>AGE</u>	<u>MALES</u>	<u>FEMALES</u>
85	0	0
86 & Over	0	0
<b>TOTALS</b>	<b>430</b>	<b>885</b>

	<u>LC PLAN</u>	
<u>AGE</u>	<u>MALES</u>	<u>FEMALES</u>
85	0	0
86 & Over	0	0
<b>TOTALS</b>	<b>398</b>	<b>674</b>

	<u>LC PLAN/B</u>	
<u>AGE</u>	<u>MALES</u>	<u>FEMALES</u>
85	0	0
86 & Over	0	0
<b>TOTALS</b>	<b>296</b>	<b>490</b>

## **SECTION VI CLAIMS HISTORY**

Enclose are the claim dollar totals paid by the health plans sponsored by the County for individuals having more than \$50,000 in allowable expenses for each of the following plan years: 2010, 2011, 2012 and 2013, Interested parties should note the medical and drug claims experience described in this section represents net dollars paid by Lucas County after all provider discounts, coordination of benefits savings, etc. have been realized.



PREPARED

4-Dec-13

Lucas County Stop Loss

(March 1 to Feb 29)

Contract Year	Ins. Co.	Contract	Ded.	Prem ee/	%chang	Enrlmnt.	Total Prem.	# Clms	Reimbs.	Est.Pend	Est.Total (ytd)	
2007-2008**	KMG	15/12	\$260,000	12.61	0%	2019	\$ 305,515.08	2	\$ 258,585.23	\$ -	\$ 258,585.23	
2008-2009	KMG	15/12	\$275,000	13.55	7%	2010	\$ 326,826.00	2	\$ 169,589.71		\$ 169,589.71	
	PHP added											
2009-2010	HM Life	15/12 HCPC 12/12 PHP*	\$400,000	8.17		3542	\$ 345,871.44	1	\$ 77,590.70		\$ 77,590.70	
2010-2011	HM Life	15/12	\$400,000	9.44	16%	3542	\$ 399,560.52	3	\$ 177,468.29		\$ 177,468.29	
2011-2012	HM Life	36/12	\$400,000	10.33	9%	3247	\$ 402,498.12	1	\$ 22,366.00		\$ 22,366.00	
2012-2013	HM Life	48/12	\$425,000	9.86	-5%	3247	\$ 384,185.04	3	\$ 160,422.53 \$ 54,282.00 \$ 247,821.00		\$ 462,525.53	
2013-2014*	HM Life	60/12	\$425,000	10.39	5%	3181	\$ 396,607.08	2	\$ 679,076.00 \$ 801,492.00	\$ 200,000.00	\$ 1,480,568.00	

\* 2013-2014 reimbursements are shown as received YTD 12-04-13



# PARAMOUNT

*Artists of ProMedica*

Lucas County Employees  
 High Dollar Claimants by Plan Year (2010-11, 2011-12, 2012-13, 2013 YTD) and Calendar Year (2011, 2012, YTD 2013)  
 Paid regardless of incurred date

Paid by Calendar Year	Paid by Plan Year Sum of Mar10_Feb11	Sum of Mar11_Feb12	Sum of Mar12_Feb13	Sum of Mar13_Sep13	Total
2010	\$292,882.91				
	\$83,809.04				
	\$80,120.00				
	\$52,596.57				
	\$86,888.41				
	\$67,292.30				
	\$154,672.48				
<b>2010 Total</b>	<b>\$818,261.71</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$818,261.71</b>
2011		\$161,694.89			
		\$103,775.38			
	\$61,455.06				
	\$252,241.40				
	\$59,187.67				
		\$105,652.59			
		\$88,348.83			
		\$325,779.24			
		\$53,890.60			
		\$63,448.54			
<b>2011 Total</b>	<b>\$372,884.13</b>	<b>\$902,590.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,275,474.20</b>
2012		\$53,831.69	\$114,025.40		
		\$69,056.14			
		\$149,750.09			
		\$449,828.74			
		\$85,835.93			
		\$123,056.65			
		\$62,399.50			
		\$78,870.72			
		\$93,002.73			
		\$55,477.17			

Paid by Calendar Year	Paid by Plan Year Sum of Mar10_Feb11	Sum of Mar11_Feb12	Sum of Mar12_Feb13	Sum of Mar13_Sep13	Total
			\$62,429.39		
			\$68,044.67		
			\$86,765.02		
2012 Total	\$0.00	\$53,831.69	\$1,497,542.15	\$0.00	\$1,551,373.84
2013			\$50,326.63		
				\$50,747.58	
				\$1,000,904.81	
				\$335,144.14	
				\$79,891.11	
2013 Total	\$0.00	\$0.00	\$50,326.63	\$1,466,687.64	\$1,517,014.27
<b>Grand Total</b>	<b>\$1,191,145.84</b>	<b>\$956,421.76</b>	<b>\$1,547,868.78</b>	<b>\$1,466,687.64</b>	<b>\$5,162,124.02</b>

12/9/2013

High Dollar Members

11/06/13 14:29:32

SPECIFIC STOP-LOSS REPORT

POLICY UNDERWRITER: 100 NFP Benefit Alliance

GROUP: LC1 LUCAS COUNTY LUCAS COUNTY

INCURRED: 12/01/09 THRU: 02/28/11

COVERAGE/TYPE: MM/IND

WARNING #: 23

WARNING AMOUNT: 51,750.00

PAID: 03/01/10 THRU: 02/28/11

OVER AMOUNT: 225,000.00

SOC SEC NBR	EMPLOYEE NAME	PATIENT NAME	RELATION	PAID	MSG	LASER
			SELF	85,131.29	*WARN*	
			SPOUSE	92,481.73	*WARN*	
			SELF	67,517.30	*WARN*	
			SELF	125,196.90	*WARN*	
			SELF	59,975.81	*WARN*	
			SELF	398,322.83	*OVER*	
			SELF	171,876.85	*WARN*	
			SPOUSE	77,415.79	*WARN*	
			SELF	58,774.94	*WARN*	
			SON	54,627.18	*WARN*	
			SPOUSE	139,599.01	*WARN*	
			SELF	235,532.41	*OVER*	
			SELF	84,529.88	*WARN*	
			SELF	83,361.73	*WARN*	
			SELF	127,689.05	*WARN*	
			SELF	73,874.58	*WARN*	
			SPOUSE	136,819.82	*WARN*	
			SELF	61,508.96	*WARN*	
			DAUGHTER	135,814.16	*WARN*	
			SPOUSE	569,071.91	*OVER*	
			SELF	87,552.03	*WARN*	
			SELF	54,166.03	*WARN*	
			SELF	128,020.44	*WARN*	
			SPOUSE	56,921.73	*WARN*	
			SELF	69,685.94	*WARN*	
			SELF	60,852.44	*WARN*	
			SPOUSE	95,416.84	*WARN*	
			SELF	83,023.92	*WARN*	
			SELF	64,881.75	*WARN*	
			SON	124,016.34	*WARN*	
			SON	58,007.57	*WARN*	
			DAUGHTER	225,537.87	*OVER*	
			SELF	54,776.51	*WARN*	
			SELF	83,955.37	*WARN*	
			SELF	113,932.44	*WARN*	
			SELF	79,548.11	*WARN*	
			SELF	84,622.83	*WARN*	
			SELF	57,600.82	*WARN*	
			SPOUSE	199,547.45	*WARN*	
			SELF	409,733.24	*OVER*	
			SELF	64,458.04	*WARN*	
			SELF	75,263.38	*WARN*	
			OTHER	60,579.55	*WARN*	
			SON	63,325.04	*WARN*	
			SPOUSE	79,383.37	*WARN*	
			SELF	55,788.52	*WARN*	
			SELF	54,895.14	*WARN*	

11/06/13 14:29:32

SPECIFIC STOP-LOSS REPORT

PAGE: 2

POLICY UNDERWRITER: 100 NFP Benefit Alliance

GROUP: LC1 LUCAS COUNTY LUCAS COUNTY

INCURRED: 12/01/09 THRU: 02/28/11

COVERAGE/TYPE: MM/IND

WARNING 1: 23

WARNING AMOUNT: 51,750.00

PAID: 03/01/10 THRU: 02/28/11

OVER AMOUNT: 225,000.00

SOC SEC NBR	EMPLOYEE NAME	PATIENT NAME	RELATION	PAID	HSG	LASER
			SELF	89,807.54	*WARN*	
			SELF	110,201.66	*WARN*	
			SELF	90,916.40	*WARN*	
			SELF	108,500.80	*WARN*	
			SPOUSE	79,313.40	*WARN*	
			SELF	53,068.88	*WARN*	
GRAND TOTAL:				6,016,423.52		

11/06/13 14:29:32

SPECIFIC STOP-LOSS REPORT

POLICY UNDERWRITER: 100 NFP Benefit Alliance

GROUP: LC1 LUCAS COUNTY LUCAS COUNTY

INCURRED: 12/01/10 THRU: 02/29/12

COVERAGE/TYPE: MM/IND

WARNING #: 23

WARNING AMOUNT: 51,750.00

PAID: 03/01/11 THRU: 02/29/12

OVER AMOUNT: 225,000.00

PATIENT NAME	RELATION	PAID	MSG	LASER
	SELF	89,507.93	*WARN*	
	SELF	707,015.36	*WARN*	
	SON	64,717.78	*WARN*	
	SELF	95,633.00	*WARN*	
	SELF	422,366.42	*OVER*	
	SELF	119,025.94	*WARN*	
	SELF	66,708.72	*WARN*	
	SPOUSE	185,211.86	*WARN*	
	SPOUSE	139,351.13	*WARN*	
	DAUGHTER	94,553.09	*WARN*	
	SELF	241,162.81	*OVER*	
	SELF	76,318.26	*WARN*	
	SPOUSE	94,330.19	*WARN*	
	SON	93,929.00	*WARN*	
	SELF	100,022.24	*WARN*	
	SELF	90,270.24	*WARN*	
	SELF	56,009.25	*WARN*	
	DAUGHTER	52,231.37	*WARN*	
	SELF	58,595.96	*WARN*	
	SON	74,500.76	*WARN*	
	SPOUSE	92,218.87	*WARN*	
	SPOUSE	64,756.40	*WARN*	
	SELF	125,214.16	*WARN*	
	SELF	66,086.71	*WARN*	
	SPOUSE	131,752.75	*WARN*	
	SELF	84,030.48	*WARN*	
	SELF	98,389.35	*WARN*	
	SPOUSE	74,067.54	*WARN*	
	SELF	76,086.06	*WARN*	
	SELF	59,784.98	*WARN*	
	SELF	94,318.75	*WARN*	
	SPOUSE	113,954.62	*WARN*	
	SELF	54,485.28	*WARN*	
	SELF	354,319.15	*OVER*	
	SPOUSE	52,584.63	*WARN*	
	SELF	82,084.23	*WARN*	
	OTHER	262,211.72	*OVER*	
	SELF	63,084.55	*WARN*	
	SELF	52,932.58	*WARN*	
	SELF	78,940.64	*WARN*	
	SPOUSE	56,828.26	*WARN*	

GRAND TOTAL: 4,559,593.02

11/06/13 14:29:32

SPECIFIC STOP-LOSS REPORT

PAGE: 1

POLICY UNDERWRITER: 100 NFP Benefit Alliance

GROUP: LC1 LUCAS COUNTY LUCAS COUNTY

INCURRED: 12/01/11 THRU: 02/28/13

COVERAGE/TYPE: MM/IND

WARNING #: 23

WARNING AMOUNT: 51,750.00

PAID: 03/01/12 THRU: 03/28/13

OVER AMOUNT: 225,000.00

SOC SEC NBR EMPLOYEE NAME

PATIENT NAME	RELATION	PAID	MSG	LASER
	SELF	141,127.39	*WARN*	
	SELF	236,482.00	*OVER*	
	SELF	87,096.96	*WARN*	
	SPOUSE	80,531.55	*WARN*	
	SELF	51,886.75	*WARN*	
	SPOUSE	679,080.20	*OVER*	
	SPOUSE	61,039.58	*WARN*	
	SELF	95,184.20	*WARN*	
	SPOUSE	71,559.86	*WARN*	
	SPOUSE	128,036.38	*WARN*	
	DAUGHTER	62,105.64	*WARN*	
	SELF	80,542.73	*WARN*	
	SPOUSE	270,458.70	*OVER*	
	SELF	229,572.06	*OVER*	
	SELF	99,591.35	*WARN*	
	SELF	56,086.48	*WARN*	
	SPOUSE	500,531.91	*OVER*	
	SPOUSE	96,563.94	*WARN*	
	DAUGHTER	191,739.27	*WARN*	
	SELF	75,771.37	*WARN*	
	SELF	113,405.46	*WARN*	
	SPOUSE	67,064.60	*WARN*	
	SON	60,581.85	*WARN*	
	SELF	52,142.09	*WARN*	
	SELF	116,518.70	*WARN*	
	SELF	184,325.03	*WARN*	
	OTHER	223,626.05	*WARN*	
	SELF	129,142.16	*WARN*	
	SELF	63,336.91	*WARN*	
	SELF	82,374.67	*WARN*	
	SPOUSE	105,155.14	*WARN*	
	SPOUSE	71,103.83	*WARN*	
	SELF	91,386.02	*WARN*	
	SELF	52,362.92	*WARN*	
	DAUGHTER	80,985.52	*WARN*	
	SELF	101,575.01	*WARN*	
	SELF	53,801.05	*WARN*	
	SON	167,328.71	*WARN*	
	SELF	78,935.83	*WARN*	
	SELF	140,881.82	*WARN*	

GRAND TOTAL: 5,331,021.69

11/06/13 14:28:32

SPECIFIC STOP-LOSS REPORT

PAGE: 1

POLICY UNDERWRITER: 100 NFP Benefit Alliance

GROUP: LC1 LUCAS COUNTY LUCAS COUNTY

INCURRED: 12/01/12 THRU: 02/28/14

COVERAGE/TYPE: HH/IND

WARNING #: 23

WARNING AMOUNT: \$1,750.00

PAID: 03/01/13 THRU: 03/28/14

OVER AMOUNT: 225,000.00

SOC SEC NBR EMPLOYEE NAME

PATIENT NAME

RELATION

PAID

HSG LASER

RELATION	PAID	HSG LASER
SELF	61,013.04	*WARN*
SPOUSE	69,854.76	*WARN*
SELF	152,165.21	*WARN*
SPOUSE	76,283.14	*WARN*
SELF	61,308.00	*WARN*
SELF	75,038.89	*WARN*
SELF	89,863.94	*WARN*
SPOUSE	163,654.47	*WARN*
SON	202,426.43	*WARN*
DAUGHTER	155,977.57	*WARN*
SPOUSE	271,319.66	*OVER*
DAUGHTER	1,028,058.39	*OVER*
SELF	58,818.34	*WARN*
SON	115,944.44	*WARN*
SPOUSE	69,537.56	*WARN*
SON	56,261.25	*WARN*
SPOUSE	224,777.27	*WARN*
SELF	110,061.84	*WARN*
SELF	53,264.34	*WARN*
SELF	75,064.31	*WARN*
SELF	78,233.27	*WARN*
SON	57,417.02	*WARN*
SELF	53,222.47	*WARN*

GRAND TOTAL: 3,361,165.71

## **SECTION VII: FORMS**

NOTE: Respondents are free to add additional information to their proposals, but must submit at a minimum, the completed Non-Collusion Affidavit (Form #1), the Delinquent Tax Statement (Form #1 B), and the appropriate form for the services they wish to provide.

This section contains the forms referred to in the body of the request for proposal as well as the Additional Forms required of all respondents.

FORM 1A : NON-COLLUSION AFFIDAVIT (MUST BE FILLED OUT BY ALL RESPONDENTS)

FORM 1B: DELINQUENT TAX STATEMENT (MUST BE FILLED OUT BY ALL RESPONDENTS)

FORM 2: ULTIMATE LIABILITY(STOP/LOSS) AND CRITICAL ILLNESS COVERAGE

ADDITIONAL FORMS

**FORM #1A NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT**

**TO BE NOTARIZED AND SUBMITTED BY EACH RESPONDENT**

STATE OF OHIO LUCAS COUNTY

) )SS

\_\_\_\_\_, being first duly sworn deposes and says that:

(1) He/she is

(OWNER, PARTNER, OFFICER, REPRESENTATIVE, OR AGENT) \_\_\_\_\_ THE RESPONDENT THAT

(2) He/She is fully informed regarding the preparation and contents of the attached proposal and all pertinent circumstances regarding such proposal.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent, firm or person to submit a sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Lucas County, its employees, or citizens.

(5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

Sworn to before me and subscribed in my presence

this \_\_\_\_\_ day of \_\_\_\_\_, 2014

SIGNED

NOTARY PUBLIC

TITLE

**FORM # 1B DELINQUENT TAX STATEMENT CONTRACT AGREEMENT**

Section 5719.042.After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the County a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent Personal Property Taxes on the general list of Personal Property of any County in which the taxing district has territory or that such person was charged with delinquent Personal Property Taxes on any such tax list, in which case delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty days of the date it is submitted.

**DELINQUENT PERSONAL PROPERTY TAX STATEMENT ( O.R.C. - SECTION 5791.042)**

I, \_\_\_\_\_ of \_\_\_\_\_

affirm that at the time that I submitted the proposal for \_\_\_\_\_

Lucas County on \_\_\_\_\_, 2014

that \_\_\_\_\_ was not charged with any

delinquent Personal Property Taxes by the Lucas County Auditor.

(If personal Property Taxes are delinquent, complete the following section)

The amount of Personal Property Taxes due to Lucas County is

\_\_\_\_\_ and unpaid penalties and interest are

Signature

Company

Date

Before me appeared \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Notary Public

## FORM #2

### ULTIMATE LIABILITY (STOP/LOSS) AND CRITICAL ILLNESS COVERAGE

A: SPECIFIC STOP/LOSS:

LINE OF COVERAGE: HEALTH AND PRESCRIPTION DRUG

Attachment point ... \$ \_\_\_\_\_ including prescription drug

Monthly Premium:

\$ \_\_\_\_\_ Per Single Employee per month X 911 Single Plans,, \$ \_\_\_\_\_

\$ \_\_\_\_\_ Per Family Employee per month x 2240 Family Plans...\$ \_\_\_\_\_

TOTAL MONTHLY PREMIUM ..... " ..... " ..... " ..... \$ \_\_\_\_\_

B: CRITICAL ILLNESS COVERAGE AT \$5.000 PER EMPLOYEE

Monthly Premium:

\$ \_\_\_\_\_ Per Employee per month ... X ... 3151 employees.....\$ \_\_\_\_\_

TOTAL MONTHLY PREMIUM , , , , , ..... \$ \_\_\_\_\_

UNDERWRITER:

Please attach additional sheets if enrollee formulas or contingencies are inherent to your proposal.

Insurance Underwriter: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**Additional Administrative Requirements  
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit the completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.

COMPLIANCE AFFIDAVIT FOR BUSINESSES

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE BIDDER AND NOTARIZED

STATE OF OHIO )  
 )ss:  
COUNTY OF LUCAS )

\_\_\_\_\_, being first duly sworn, deposes and says that  
(Authorized Officer)  
he/she is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company Name)  
the party making the foregoing proposal or bid; that according to  
his/her knowledge, based upon company records the following individuals  
have a twenty-five (25%) percent or greater vested interest in  
\_\_\_\_\_  
(Company Name)

Name	Child Support Case/Order No:	Social Security Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check if applicable: \_\_\_\_\_ There are no individuals with  
twenty-five percent (25%) or greater vested interest in \_\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
(Signature)

Affiant: \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ has / has no unresolved  
(NAME OF COMPANY) (CIRCLE ONE)  
finding for recovery from the State Auditor per Ohio Revised Code  
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,  
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that  
(Name)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Company/Corporations)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Notary)

My Commission Expires:

\_\_\_\_\_  
(Date)