

## AGREEMENT TO CLARIFY TERMS

This agreement is dated \_\_\_\_\_ 2021, and is between Aetna Life Insurance Company, a Connecticut company in its role as a stop loss insurer ("Insurer"), and Lee County, a Florida county in its role as insured under a stop loss insurance policy ("Insured").

The Insured has purchased stop loss coverage from the Insurer and is covered under Stop Loss Policy SL-881673. In discussions between Insured and Insurer, both parties want to clarify the meaning and interpretation of certain terms in the Policy.

Insured and Insurer therefore agree as follows:

1. **Scope of Agreement; Binding Nature.** This agreement is a legally binding and enforceable contract between the parties and governed by Florida state law, without giving effect to its principles of conflicts of law. The Policy shall be interpreted and construed in accordance with the language contained in this agreement. In the event that the Policy and this agreement directly conflict, the terms of this agreement shall prevail. The terms of this agreement shall be incorporated into the Policy.
2. **Term.** The terms of this agreement shall be effective as of January 1, 2022 and shall remain in force for the term of the Policy.
3. **Clarifications.**
  - a. *Applicable Law.*  
The Policy will be construed in accordance with Florida law.
  - b. *Optional Policy Renewal.*  
The policy will renew on the policy anniversary date, only upon the insured's written acceptance of the renewal terms, unless it has otherwise terminated or is subject to termination in accordance with the termination provisions.
  - c. *Subrogation/Right of Recovery.*  
Should the Plan refuse to pursue any claims or actions against a responsible party, then Plan Sponsor agrees that Aetna will be subrogated or assigned Plan Sponsors reimbursement rights and shall assume the plan's rights to pursue any claims against any parties.  
Subject to the provisions of Florida Statutes section 768.28, should the Plan Sponsor refuse to pursue any claims or actions against a responsible party within 120 days after receipt of a written request from Aetna, the Plan will be responsible for any reasonable expenses incurred in the pursuit of such claims, including the fees and costs charged by a contracted subrogation vendor or attorney and any additional legal costs.
  - d. *Notice of Actions.*

Subject to the provisions of Florida statute section 768.28, the Insured will be responsible for attorney's fees, expenses of experts and investigations, and any damages (excluding exemplary or punitive damages) payable by Aetna in connection with any litigation in which Aetna is determined by a Court of Law to have no fault or liability where Aetna becomes involved through or on account of this Policy or the Plan.

If any time limitation of this policy is less than that permitted by the law of Florida, the limitation is hereby extended to agree with the minimum permitted by the law Florida.

4. **Incorporation of Insured's Solicitation Documents.** To procure the products and services supplied by the Insurer, the Insured issued Lee County Solicitation No. RFP210494CJV on October 19, 2021, which is deemed incorporated into this agreement as if attached hereto. The Insurer's submission in response to the Insured's solicitation is also incorporated into this agreement as if attached hereto.
5. **Severability.** The parties intend as follows:
  - a. that if any provision of this agreement is to be held to be unenforceable, then that provision will be modified to the minimum extent to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
  - b. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
  - c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
6. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.
7. **Entire Agreement.** This agreement supersedes all other agreement, whether written or oral, between the parties on clarifications and interpretation of the Policy. It does not supersede or limit the Insured's rights under the Policy but provides common understanding between the parties regarding terms in the Policy.

The parties are signing this agreement on the date stated in the introductory clause.

**WITNESS:**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**AETNA LIFE INSURANCE COMPANY**

Signed By: \_\_\_\_\_

Print Name: Catherine Aguirre

Title: Market Head Public & Labor, Florida

Date: \_\_\_\_\_

**LEE COUNTY BOARD OF COUNTY  
COMMISSIONERS OF LEE COUNTY, FLORIDA**

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTEST:**

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: \_\_\_\_\_

**APPROVED AS TO FORM FOR THE RELIANCE  
OF LEE COUNTY  
ONLY:**

BY: \_\_\_\_\_

OFFICE OF THE COUNTY ATTORNEY