




Fiscal Impact Form

Department: General Fund – County Jail	Date: 01-10-2023	
Document Title (i.e. Resolution, Agreement, etc.): Catastrophic Inmate Medical Insurance Policy Quote	Term: Annual Renewal January 1, 2023 through December 31, 2023	
Source of Funding:		
 General Fund <input checked="" type="checkbox"/>	R & B Fund <input type="checkbox"/>	EMS Fund <input type="checkbox"/>
Social Services Fund <input type="checkbox"/>	Public Health <input type="checkbox"/>	Other <input type="checkbox"/>
If other, please indicate:		
Reporting Requirements (if any): <i>N/A</i>		
Description/Purpose: Medical Insurance Policy for Ouray County provided through Arthur J. Gallagher Risk Management Services, Inc. (the company CTSI uses) underwritten by Sirius America Insurance Company, New York, NY. The quoted premium for 2023 is \$5,370.84. An aggregate of \$1,000,000 applies with a \$20,000 deductible per inmate incident. The calculation was derived by numbers collected by the Sheriff's Office by and through the Montrose County Jail Administrator averaging three (3) inmates housed per month (+/-) over a one year period.		

Submission/Review/Approval or Denial:

Department Head / Elected Official: _____	Date: _____
County Administrator: <u>Connie I. Hunt</u>	Date: <u>1-05-2023</u>
County Attorney: _____	Date: _____
Comments: _____	
Board of County Commissioners, Chair: _____	Date: <u>January 10, 2023</u>
Approve <input type="checkbox"/>	Deny <input type="checkbox"/>



ADMINISTERED BY
HUNT INSURANCE GROUP, LLC



Date of Proposal: December 20, 2022
 Proposed Insured: Ouray County
 City, State: Ouray, CO
 Facilities Include: Montrose County Jail
 Issuing Company: Sirius America Insurance Company
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
 Policy Form: Blanket Accident Medical
 Effective Date: January 1, 2023
 Number of Inmates: 3

Specific Coverage:	Option 1
Per Inmate Deductible:	\$20,000
Per Inmate Coverage Limit:	\$500,000
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	N/A
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:
In-Patient Hospital Services:	Lesser of the Amount Paid or 100% of Medicaid
Outpatient Hospital Services:	
Physician Services:	
Outpatient Diagnostic and Lab Services:	
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay
Benefits/Exclusions:	
Prior-to-Booking/In-Pursuit:	Included (\$250k max)
Security & Guarding:	Excluded
Dental:	Excluded
HIV/AIDS:	Included
Pregnancy:	Included (Inmate only)
Specialty Drugs:	Excluded
Substance Abuse:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage
Mental and Nervous Disorders:	
TOTAL ANNUAL PREMIUM:	\$5,370.84

Terms and Conditions

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:

From:	To:
Claims Incurred: January 1, 2023	December 31, 2023
Claims Reported: January 1, 2023	June 30, 2024
Claims Submitted: January 1, 2023	June 30, 2024
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by December 31, 2022, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

_____ **BOCC Chair** _____ **1-10-2023** _____
 Printed Name Title Date Signature



Catastrophic Inmate Medical Insurance Administered by Hunt Insurance Group, LLC

2075 Center Pointe Blvd, Ste. 101, Tallahassee, FL 32308 ☎ Toll-Free: (800) 763-4868 ✉ huntbenefits@huntins.com 🌐 www.inmatemedicalinsurance.com

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December 21, 2022

Vicki Lane
Ouray County
P O Box C
Ouray, CO 8142

Re: Benefits Miscellaneous
Sirius America Insurance Company - Policy #IATSAI009
Policy Effective: 01/01/2023 to 01/01/2024

Dear Vicki:

Your Benefits Miscellaneous policy will be renewing shortly. Attached is our quotation for Benefits Miscellaneous coverage.

- *We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.*

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Sirius America Insurance Company.
- The renewal premium is: \$5,370.84. You will receive an invoice from our office at time of binding.
- The premium is based upon number of inmates and is subject to annual audit.
- Significant policy exclusions include but are not limited to the following: an act of war, treatment not provided by a physician, an immediate family member, or a covered inmate treating himself.
- The renewal policy includes the following renewal restrictions, coverage reductions or deductible increases: none
- Immediately report all claims to:
Gallagher Reporting:
 - Email: GGB.NRCCclaimsCenter@ajg.com
 - Phone: 855-497-0578
 - Fax: 225-663-3224
- Gallagher is responsible for the placement of the following lines of coverage: Benefits Miscellaneous, Liquor Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



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It is recommended that you consider purchasing coverage for the following coverages, which are not included in your insurance program:

- Internet Liability
- Pollution Liability
- Employment Practices Liability
- Professional Liability
- Foreign Liability
- Earthquake
- Flood

To renew this policy, please refer to the “Client Authorization to Bind Coverage” page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Noelle Diak

Noelle Diak
Client Service Manager

Enclosure



Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Benefits Miscellaneous	Sirius America Insurance Company	Hunt Insurance Group	\$5,370.84	10%	N/A

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees. * Gallagher is receiving 15% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



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Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages).



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We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.



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Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



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Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008



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CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Sirius America Insurance Company	A- XIV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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OURAY COUNTY SHERIFF'S OFFICE

Client Authorization to Bind Coverage

After careful consideration of Gallagher's Proposal dated December 21, 2022, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Benefits Miscellaneous Premium: \$5,370.84
	Sirius America Insurance Company

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

- Cyber Liability
- Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:

- Gallagher STEP
- eRiskHub

Coverage Amendments and Notes:



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Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.



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You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____, Board of County Commissioners, Chair
Print Name (Specify Title)

Ouray County
Company

Signature

Date: January 10, 2023

**Sirius America Insurance
Company**
140 Broadway
New York, NY 10005

APPLICATION FOR BLANKET LIMITED BENEFIT HEALTH INSURANCE

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder

Ouray County

b. Address

421 6th Avenue, Ouray, CO. 81427

- c. Proposed Policyholder is** **A correctional facility or authority of a state, county or municipality, or** **a management company providing health services to inmates**

- d. Requested Effective Date** January 1, 2023

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.

- e. Who will be insured?** *Please check each category that applies*

1. Eligible Persons during Pursuit
2. Eligible Persons in Custody of a correctional facility of a state, county or municipality
3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality

Part II Plan of Insurance and Premium Calculation

a. Plan of Benefits

1. **Maximum Benefit per Covered Inmate Per Policy Year** \$ 500,000
2. **Maximum Benefit for injuries sustained during Pursuit** \$ Included Above to a Max of \$250,000
3. **Policy Aggregate Maximum per Policy Year** \$ 1,000,000
4. **Deductible Per Covered Inmate Per Policy Year** \$ 20,000

b. Premium Calculation

1. **Rate Per Covered Inmate per month** \$ N/A
2. **Number of Covered Inmates on the Policy Effective Date** 3
3. **Initial Premium** \$ 5,370.84

Part III Acknowledgements and Signatures

- a. **Fraud Warning** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ on the 10th day of January, 2023

Signed for the Proposed Policyholder



Signed by Licensed Agent

Title BOCC Chair

Agent License Number 16811317