

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
JUDICIAL ANNEX BUILDING
218 PARSHLEY STREET SOUTHWEST
LIVE OAK, FLORIDA**

**TENTATIVE AGENDA FOR SPECIAL-CALLED MEETING
MONDAY, SEPTEMBER 25, 2023, 5:30 P.M.**

1. Approval of renewal of resolution declaring the Local State of Emergency due to Hurricane Idalia.
2. Rescind September 19, 2023, Board approval for renewal of FMIT Florida Firefighter Cancer Benefit Program Class 1 Lump Sum Cancer Benefit with Death Benefit and approve United Badges Insurance Services proposal to provide coverage through Provident in the amount of \$7,216.50.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of renewal of resolution declaring the Local State of Emergency due to Hurricane Idalia.

Considerations:

Suwannee County declared a Local State of Emergency on Sunday, August 27, 2023, due to Hurricane Idalia.

Section 252.38(3)(a), Florida Statute empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days but may be extended, as necessary, in 7-day increments.

Suwannee County suffered substantial damage from Hurricane Idalia and will need to continue renewing the LSE until Suwannee County has been repaired to pre-storm condition.

Budget Impact:

N/A

Recommendation:

Staff respectfully requests that the Suwannee County Board of County Commissioners approve the renewal of the resolution declaring the Local State of Emergency due to Hurricane Idalia.

Respectfully submitted,

Dated: September 25, 2023

Greg Scott,
County Administrator

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY; AUTHORIZING AND DIRECTING THE SUWANNEE COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF SUWANNEE COUNTY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY PURSUANT TO THIS DECLARATION; APPOINTING COUNTY MANAGER AS AUTHORIZED AGENT FOR THE COUNTY; AND AUTHORIZING REPAIRS TO PUBLIC AND PRIVATE ROADS TO ENSURE SAFE TRAVEL FOR THE CITIZENS OF SUWANNEE COUNTY.

WHEREAS, Hurricane Idalia struck Suwannee County on Wednesday August 30, 2023. Hurricane Idalia caused significant damage to private and public property, critical infrastructure and the health and safety of the citizens of Suwannee County; and

WHEREAS, Hurricane Idalia caused damage to public and private roads via downed trees, erosion and other damage which compromises the life and property of citizens of Suwannee County; and

WHEREAS the damage caused by Hurricane Idalia is still being processed and more than 90% of the citizens of Suwannee County remain without power and other critical resources/infrastructure; and

WHEREAS, Section 252.38(3)(a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7-day increments; and

WHEREAS, Governor Ron Desantis has issued Executive Order Number 23-171 which proclaim that a State Of Emergency exists in over 33 counties in Florida including Suwannee County; and

WHEREAS, Section 252.38(3)(a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to:

1. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of voluntary workers;
6. Rental of equipment;
7. Acquisition and distribution with or without compensation of supplies, material and facilities; and
8. Appropriation and expenditure of public funds; and

WHEREAS, Section 501.160, Florida Statutes, prohibits price gouging in a declared State of Emergency.

BE IT THEREFORE RESOLVED by the Board of County Commissioners for Suwannee County, Florida, pursuant to Section 252.38(3)(a), Florida Statutes, as follows

Section 1. A State of Emergency exists in Suwannee County, Florida.

Section 2. The County's Emergency Management Director shall coordinate all emergency management activities as may be prudent and necessary to protect the health, safety and welfare of the residents of Suwannee County and all County agencies are directed to provide any assistance necessary under the authority of Florida Statute 252 and the Suwannee County Comprehensive Emergency Management Plan.

Section 3. The normal procedures and formalities required by law are hereby waived during the declared period of emergency, and any extension thereof, as they pertain to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;
- b. Entering into contracts;
- c. Incurring obligations;
- d. Employment of permanent and temporary workers;
- e. Utilization of voluntary workers;
- f. Rental of equipment;
- g. Acquisition and distribution with or without compensation of supplies, material and facilities; and
- h. Appropriation and expenditure of public funds.

Section 4. During the pendency of the state of emergency, the County Manager is the authorized agent of the County and shall have full authority to execute any of the contracts or obligations contemplated by Section 3 on behalf of the County.

Section 5. During the pendency of the emergency the County shall repair roads in the county – be they public or private – as may be necessary to protect the life and property of the citizens of Suwannee County. Such expenditures serve a valid public purpose during the emergency by ensuring that Suwannee County citizens can safely travel throughout the county, but most importantly to their homes, businesses, and places of worship.

Section 6. This resolution is an extension of Suwannee County Resolution 2023-35 and all powers and findings made herein shall apply *nunc pro tunc* to the date Suwannee County Resolution 2023-35 was adopted.

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Section 7. This emergency declaration shall be in full force and effect from its adoption herein of:
Time _____ Date: _____, 2023 and shall be valid for seven (7)
days unless extended.

ADOPTED this _____ day of September, 2023

**BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA**

**Franklin White
Chairman**

Attest:

**BARRY A. BAKER
Clerk of Court**

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Florida Firefighter Cancer Benefit Program

Considerations:

Pursuant to Florida Statute 112.1816, effective July 1, 2019, the Board of County Commissioners is required to provide Firefighter Cancer Benefits that include all of the following:

- Line-of-Duty Cancer Initial Diagnosis Lump Sum Benefit (\$25,000)
- Line-of-Duty Death Benefit (\$75,000)
- Cancer Death Benefit Only (less than 5 continuous years)
- Line of Duty Cancer Expense Reimbursement Benefit for eligible coinsurance, deductibles, and copays

The FMIT Florida Firefighter Cancer Benefit Program quote proposal for renewal of coverage, approved during the September 19, 2023 Regular Board Meeting, failed to include the cost of coverage for the Line Of Duty Cancer Expense Reimbursement Benefit.

United Badges Insurance Services has provided a proposal of coverage through Provident, inclusive of all requirements, for an annual premium of \$7,216.50, \$1699.50 less than FMIT's proposal of \$8,916.00, which does not include Line of Duty Cancer Expense Reimbursement Benefit for eligible coinsurance, deductibles, and copays.

Budget Impact:

Annual premium \$7,216.50, to be paid from Fire Budget

Recommendation:

1. Rescind September 19, 2023 Board approval for renewal of FMIT Florida Firefighter Cancer Benefit Program Class 1 Lump Sum Cancer Benefit with Death Benefit (covers cancers within FS 112.1816).

2. Approval of the United Badges Insurance Services proposal to provide coverage through Provident in the amount of \$7,216.50 and fulfills all coverage requirement of F.S. 112.1816.

Respectfully submitted,

Dated: September 25, 2023

Greg Scott,
County Administrator



**REQUEST FOR COVERAGE PURSUANT TO
FLORIDA FIREFIGHTER CANCER
& DEATH BENEFIT LAWS**

Marketed By:
UNITED BADGES
INSURANCE SERVICES

Suwannee County Board of County Commissioners / Suwannee County Fire Rescue

Name of Policyholder: (OPTION 2 - Updated)

Mailing Address: 13530 80th Terrace

City: Live Oak State: Florida Zip Code: 32060

Contact Person: Paula Pennington Position/Title: Purchasing Manager

Email Address: PaulaP@SowCountyFl.gov Phone Number: 386-364-3400

<u>Eligibility Descriptions:</u>	<u>Non-Tobacco Lives</u>	<u>Tobacco Lives</u>	<u>Total Lives</u>
Class 1: An active full-time Firefighter (as defined below)			
Estimated Number of Class 1 Firefighters with at least five (5) continuous years of employment as a Firefighter:	21	0	21
Estimated Number of Class 1 Firefighters eligible for the Line of Duty Cancer Death Benefit:	58	0	58

Class 2: After having qualified as a Firefighter in Class 1, a Firefighter whose employment has terminated shall remain eligible for 10 years following the date on which the Firefighter terminates employment.

Estimated Number of Class 2 Firefighters with at least five (5) continuous years of employment prior to termination as a Firefighter:	0	0	0
Estimated Number of Class 2 Firefighters eligible for the Line of Duty Cancer Death Benefit:	0	0	0

Class 3: An active full-time Civilian Fire Service Employee (as defined below)

Estimated Number of Class 3 Civilian Fire Service Employees with at least five (5) continuous years of employment as a Civilian Fire Service Employee:	0	0	0
Estimated Number of Class 3 Civilian Fire Service Employees eligible for the Line of Duty Cancer Death Benefit:	0	0	0

Class 4: After having qualified as a Civilian Fire Services Employee in Class 3, a Civilian Fire Services Employee whose employment has terminated shall remain eligible for 10 years following the date on which Civilian Fire Services Employee terminates employment.

Estimated Number of Class 4 Civilian Fire Service Employees with at least five (5) continuous years of employment prior to termination as a Civilian Fire Service Employee:	0	0	0
Estimated Number of Class 4 Civilian Fire Service Employees eligible for the Line of Duty Cancer Death Benefit:	0	0	0

Total Estimated Covered Lives with at least five (5) continuous years of employment:	21	0	21
Total Estimated Covered Lives eligible for the Line of Duty Cancer Death Benefit:	58	0	58

Do you wish to purchase Statutory Cancer coverage (21 cancers) or coverage for expanded cancers?

Statutory 21 Cancers
\$50,000

Do you wish to purchase a Lifetime Maximum Benefit of \$50,000 or \$75,000?

Coverage Desired
(Select Y/N for each):

Y
Y
N
Y

	Cost Per Benefit
Line of Duty Cancer Initial Diagnosis Lump Sum Benefit \$25,000:	\$2,226.00
Line of Duty Cancer Expense Reimbursement Benefit up to \$12,000:	\$945.00
Additional Diagnosis Benefit up to \$25,000:	Not Taken
Recurrence Diagnosis Benefit up to \$25,000:	Not Taken
Line of Duty Cancer Death Benefit - Class 1 & 3 Only \$75,000:	\$4,045.50
Line of Duty Cancer Death Benefit - Class 2 & 4 Only \$75,000:	\$0.00

Effective Date Desired: October 1, 2023

Total Annual Premium: \$7,216.50

Signature of Authorized Personnel: _____

Date Signed: 9/25/2023

Please note: product available for group sizes over 50. For smaller groups, please contact Allen Durham using the information below.

An adjustment premium invoice may be issued if the actual number of eligible lives during an applicable policy term exceeds +/- 25% of the number of estimated eligible lives utilized for initial premium determination at policy term inception.

Civilian Fire Service Employee means non-firefighting employee of a fire department or a public safety department of an Employer whose primary responsibilities are supporting those who provide prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.

Coinurance means the percentage of costs of a covered health care service the Insured Person must pay (20%, for example) after he or she has paid the Deductible.

Copayment means the fixed amount (\$20, for example) that the Insured Person must pay for a covered health care service after he or she has paid the Deductible.

Deductible means the amount the Insured Person must pay for covered health care services before his or her Employer-sponsored health plan or Employer-sponsored group health insurance trust fund will pay a claim.

Diagnosed/Diagnosis means a definitive and unequivocal diagnosis identifiable by a code under the most current ICD code structure made by a Physician who specializes in the condition for which benefits are being claimed: (1) based upon the use of clinical and/or laboratory investigations as supported by the Insured Person's medical records; and (2) meeting any Diagnostic Requirements set forth in this Policy for Line of Duty Cancer. The disease or infirmity shall be presumed to have been caused by or to have resulted from the work performed. This presumption shall be rebuttable by evidence meeting judicial standards.

Employer means a state board, commission, department, division, bureau or agency, or a county, municipality, or other political subdivision of the state.

Firefighter means an individual employed as a full-time firefighter within the fire department or public safety department of an Employer whose primary responsibilities are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.

Lifetime Maximum Benefit means the maximum dollar amount this Policy and any attached riders will pay in benefits to an Insured Person during his or her lifetime. The Lifetime Maximum Benefit does not apply to the Line of Duty Cancer Death Benefit.

Line of Duty Cancer means: Bladder cancer, Brain cancer, Breast cancer, Cervical cancer, Colon cancer, Esophageal cancer, Invasive skin cancer, Kidney cancer, Large intestinal cancer, Lung cancer, Malignant melanoma, Mesothelioma, Multiple myeloma, Non-Hodgkin's lymphoma, Oral cavity and pharynx cancer, Ovarian cancer, Prostate cancer, Rectal cancer, Stomach cancer, Testicular cancer, Thyroid cancer.

LINE OF DUTY CANCER BENEFITS OFFERED:

Benefit Amount:

Line of Duty Cancer Initial Diagnosis Benefit		\$25,000 Lump Sum
Line of Duty Cancer Expense Reimbursement Benefit	Up to	\$12,000
Line of Duty Cancer Additional Diagnosis Benefit	Up to	Not Taken
Line of Duty Cancer Recurrence Diagnosis Benefit	Up to	Not Taken
Lifetime Maximum Benefit		\$50,000
Line of Duty Cancer Death Benefit - Classes 1 and 3 Only		\$75,000 Lump Sum
Line of Duty Cancer Death Benefit - Classes 2 and 4 Only		Not Taken

Line of Duty Cancer Initial Diagnosis Benefit

If, while coverage under this Policy is in force, an Insured Person is Diagnosed with Line of Duty Cancer, by a Physician in the medical specialty appropriate for the type of cancer Diagnosed, the Company will pay the Benefit Amount shown in the Schedule of Benefits subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions.

Once a Line of Duty Cancer has been so Diagnosed and an Initial Diagnosis Benefit has become payable to an Insured Person, no benefits are payable to that Insured Person with respect to a subsequently Diagnosed recurrence of the same Line of Duty Cancer or a subsequently Diagnosed separate Line of Duty Cancer.

Payment of benefits upon the Diagnosis of Line of Duty Cancer is subject to:

1. the Diagnosis is made while the Insured Person's coverage is in force under the Policy;
2. the Insured Person has been employed as a Firefighter with the Employer for at least five (5) continuous years; and
3. the Insured Person has not been employed in any other position in the five (5) years preceding Diagnosis which is proven to create a higher risk for any cancer.

If an Insured Person terminates employment with the Employer, the Line of Duty Cancer Initial Diagnosis Benefit is payable upon Diagnosis of Line of Duty Cancer for 10 years following the date on which the Firefighter terminates his or her employment.

After termination of employment, payment of benefits upon the Diagnosis of Line of Duty Cancer is subject to:

1. the Diagnosis is made while the Insured Person's coverage is in force under the Policy;
2. after termination of employment, the Insured Person continued coverage in the Employer-sponsored health plan or Employer-sponsored group health insurance trust fund;
3. after termination of employment, the Insured Person was not subsequently employed as a Firefighter;
4. prior to termination of employment, the Insured Person was employed as a Firefighter with the Employer for at least five (5) continuous years; and
5. the Insured Person has not been employed in any other position in the five (5) years preceding Diagnosis which is proven to create a higher risk for any cancer.

Line of Duty Cancer Expense Reimbursement Benefit

If, while coverage under this Policy is in force, an Insured Person is Diagnosed with Line of Duty Cancer and a Line of Duty Cancer Initial Diagnosis Benefit is payable under this Policy, the Company will pay the Benefit Amount shown in the Rider Schedule subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions. The Company will reimburse the following out-of-pocket expenses incurred by an Insured Person due to the treatment of Line of Duty Cancer: Deductible, Coinsurance, or Copayment. The Company shall not pay more than the Benefit Amount shown in the Rider Schedule for all out-of-pocket expenses resulting from the same Line of Duty Cancer.

In addition to any exclusions, conditions or limitations provided under the Policy, no Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. cosmetic surgery, except for reconstructive surgery needed as the result of a Line of Duty Cancer;
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that:
 - (a) are deemed by the Company to be experimental or investigational; and
 - (b) are not recognized and generally accepted medical practice in the United States;
3. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.

Line of Duty Cancer Additional Diagnosis Benefit

If, while coverage under this Policy is in force, an Insured Person is subsequently Diagnosed with a separate Line of Duty Cancer from the initial Line of Duty Cancer for which a Line of Duty Cancer Initial Diagnosis Benefit has been paid under this Policy, the Company will pay the Benefit Amount shown in the Policy Schedule of Benefits subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions.

Payment of benefits upon the Diagnosis of an additional Line of Duty Cancer is subject to the following:

1. The subsequently Diagnosed Line of Duty Cancer must be medically unrelated to the initial Line of Duty Cancer; and
2. The second date of Diagnosis must occur ninety (90) days or more after the initial date of Line of Duty Cancer Diagnosis.

Line of Duty Cancer Recurrence Diagnosis Benefit

If, while coverage under this Policy is in force, an Insured Person is subsequently Diagnosed with a recurrence of the same Line of Duty Cancer for which a Line of Duty Cancer Initial Diagnosis Benefit has been paid under this Policy, the Company will pay the Benefit Amount shown in the Policy Schedule of Benefits subject to the Lifetime Maximum Benefit, Diagnostic Requirements and Benefit Payment Conditions.

Payment of benefits upon the recurrence of a Line of Duty Cancer is subject to the following:

1. The subsequent Diagnosis must occur ninety (90) days or more after the initial Line of Duty Cancer Diagnosis; and
2. The Insured Person has not had symptoms of or been treated for the Line of Duty Cancer during the ninety (90) days before the date of the subsequent Diagnosis. For the purposes of this Policy, "treatment free" means that all primary treatment for the initial Line of Duty Cancer (including chemo and radiation therapy) has been completed. Routine follow-up examinations and maintenance medications are not considered treatment; and
3. The Insured Person has been in complete remission prior to the date of the subsequent Diagnosis, as evidenced by the absence of all clinical, radiological, biological, and biochemical proof of the presence of the initial Line of Duty Cancer.

Line of Duty Cancer Death Benefit - Classes 1 and 3 Only

If, while coverage under this Policy is in force, an Insured Person dies as a result of Line of Duty Cancer or from circumstances that arise out of the treatment of Line of Duty Cancer, the Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to the Benefit Payment Conditions.

Payment of Line of Duty Cancer Death Benefit is subject to the following:

1. the death must occur while the Insured Person's coverage is in force under the Policy; and
2. acceptable proof must be provided to the Company, or its authorized claims payor, that such death was a result of Line of Duty Cancer or circumstances that arise out of the treatment of the Line of Duty Cancer.

Line of Duty Cancer Death Benefit - Classes 2 and 4 Only

If, an Insured Person is diagnosed with a Line of Duty Cancer for which a Line of Duty Cancer Initial Diagnosis Benefit is payable, and he or she subsequently dies as a result of the Line of Duty Cancer or from circumstances that arise out of the treatment of the Line of Duty Cancer, the Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to the following Benefit Payment Conditions.

Payment of Line of Duty Cancer Death Benefit is subject to the following:

1. the death must occur while the Insured Person's coverage is in force under the Policy;
2. the death must occur within 10 years of diagnosis of Line of Duty Cancer; and
3. acceptable proof must be provided to the Company, or its authorized claims payor, that such death was a result of Line of Duty Cancer or circumstances that arise out of the treatment of the Line of Duty Cancer.

An Insured Person is eligible for benefits under this policy as an alternative to pursuing workers' compensation benefits under chapter 440. If the Insured Person is already paid workers' compensation benefits under chapter 440 they will not be eligible for benefits under this policy. Coverage provided may not embody all benefits afforded to a Firefighter under Section 112.1816, F.S.

Please direct all inquiries to Allen Durham at United Badges Insurance Services | adurham@unitedbadges.com | 850-841-9992

[Please return this form to us to request coverage.](#)

The coverage described in this proposal is underwritten by AXIS Insurance Company. This proposal outlines in general some of the important features of the proposed insurance program. The controlling provisions will be in the Policy, and this proposal is not intended in any way to modify the provisions or their meanings. The policy will be subject to the laws of Florida. This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA.

This program is administered by Provident, PO Box 11588, Pittsburgh, PA 15238.

Please visit www.providentins.com to learn more about us.

112.1816 Firefighters; cancer diagnosis.—

(1) As used in this section, the term:

(a) “Cancer” includes:

1. Bladder cancer.
2. Brain cancer.
3. Breast cancer.
4. Cervical cancer.
5. Colon cancer.
6. Esophageal cancer.
7. Invasive skin cancer.
8. Kidney cancer.
9. Large intestinal cancer.
10. Lung cancer.
11. Malignant melanoma.
12. Mesothelioma.
13. Multiple myeloma.
14. Non-Hodgkin’s lymphoma.
15. Oral cavity and pharynx cancer.
16. Ovarian cancer.
17. Prostate cancer.
18. Rectal cancer.
19. Stomach cancer.
20. Testicular cancer.
21. Thyroid cancer.

(b) “Employer” has the same meaning as in s. 112.191.

(c) “Firefighter” means an individual employed as a full-time firefighter or full-time, Florida-certified fire investigator within the fire department or public safety department of an employer whose primary responsibilities are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires; or the investigation of fires and explosives.

(2) Upon a diagnosis of cancer, a firefighter is entitled to the following benefits, as an alternative to pursuing workers’ compensation benefits under chapter 440, if the firefighter has been employed by his or her employer for at least 5 continuous years, has not used tobacco products for at least the preceding 5 years, and has not been employed in any other position in the preceding 5 years which is proven to create a higher risk for any cancer:

(a) Cancer treatment covered within an employer-sponsored health plan or through a group health insurance trust fund. The employer must timely reimburse the firefighter for any out-of-pocket deductible, copayment, or coinsurance costs incurred due to the treatment of cancer.

(b) A one-time cash payout of \$25,000, upon the firefighter’s initial diagnosis of cancer.

If the firefighter elects to continue coverage in the employer-sponsored health plan or group health insurance trust fund after he or she terminates employment, the benefits specified in paragraphs (a) and (b) must be made available by the former employer of a firefighter for 10 years following the date on which the firefighter terminates employment so long as the firefighter otherwise met the criteria specified in this subsection when he or she terminated employment and was not subsequently employed

as a firefighter following that date. For purposes of determining leave time and employee retention policies, the employer must consider a firefighter's cancer diagnosis as an injury or illness incurred in the line of duty.

(3)(a) If the firefighter participates in an employer-sponsored retirement plan, the retirement plan must consider the firefighter totally and permanently disabled in the line of duty if he or she meets the retirement plan's definition of totally and permanently disabled due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer.

(b) If the firefighter does not participate in an employer-sponsored retirement plan, the employer must provide a disability retirement plan that provides the firefighter with at least 42 percent of his or her annual salary, at no cost to the firefighter, until the firefighter's death, as coverage for total and permanent disabilities attributable to the diagnosis of cancer which arise out of the treatment of cancer.

(4)(a) If the firefighter participated in an employer-sponsored retirement plan, the retirement plan must consider the firefighter to have died in the line of duty if he or she dies as a result of cancer or circumstances that arise out of the treatment of cancer.

(b) If the firefighter did not participate in an employer-sponsored retirement plan, the employer must provide a death benefit to the firefighter's beneficiary, at no cost to the firefighter or his or her beneficiary, totaling at least 42 percent of the firefighter's most recent annual salary for at least 10 years following the firefighter's death as a result of cancer or circumstances that arise out of the treatment of cancer.

(c) Firefighters who die as a result of cancer or circumstances that arise out of the treatment of cancer are considered to have died in the manner as described in s. 112.191(2)(a), and all of the benefits arising out of such death are available to the deceased firefighter's beneficiary.

(5)(a) The costs to provide the reimbursements and lump sum payments under subsection (2) and the costs to provide disability retirement benefits under paragraph (3)(b) and the line-of-duty death benefits under paragraph (4)(b) must be borne solely by the employer.

(b) The employer or employers participating in a retirement plan or system are solely responsible for the payment of the contributions necessary to fund the increased actuarial costs associated with the implementation of the presumptions under paragraphs (3)(a) and (4)(a), respectively, that cancer has, or the circumstances that arise out of the treatment of cancer have, either rendered the firefighter totally and permanently disabled or resulted in the death of the firefighter in the line of duty.

(c) An employer may not increase employee contributions required to participate in a retirement plan or system to fund the costs associated with enhanced benefits provided in subsections (3) and (4).

(6) The Division of State Fire Marshal within the Department of Financial Services shall adopt rules to establish employer cancer prevention best practices as it relates to personal protective equipment, decontamination, fire suppression apparatus, and fire stations.

History.—s. 1, ch. 2019-21; s. 1, ch. 2022-131.



Florida Firefighter Cancer Benefit Program Proposal for Coverage

Effective Date: 10/01/2023

Anniversary Date: 10/01/2024

Entity Name: Suwannee County Bd of Cty Commissioners
 Insurer: Chubb Accident & Health North America
 Number of Eligible Firefighters included in the Premium: 57

CANCER BENEFIT CLASS OPTIONS:

Class 1

Class 1: Lump Sum Cancer Benefit with Death Benefit		12 Month Premium
<i>-All Full-time Firefighters or Fire Investigators of the Policyholder who have been employed by the Policyholder for at least 5 continuous years.</i>		
Annual Rate per firefighter for lump sum benefit:	\$221.00	\$4,641.00
Annual Rate per firefighter for death benefit:	\$75.00	\$1,575.00
One-Time Benefit upon diagnosis:	\$25,000	Included
Cancer Death Benefit:	\$75,000	Included

Class 1 Proposed 12-month Premium:	\$6,216.00
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Class 2

Class 2: Cancer Death Benefit Only		12 Month Premium
<i>-All Full-time Firefighters or Fire Investigators of the Policyholder who have been employed by the Policyholder for less than 5 continuous years.</i>		
Annual Rate per firefighter for death benefit:	\$75.00	\$2,700.00
Cancer Death Benefit:	\$75,000	Included

Class 2 Proposed 12-month Premium:	\$2,700.00
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Class 3

Class 3: Lump Sum Cancer Benefit Only		12 Month Premium
<i>-All Full-time Firefighters or Fire Investigators of the Policyholder who were employed by the Policyholder for at least 5 continuous years, have terminated employment with the Policyholder within the last 10 years and have continued coverage in his or her employer-sponsored health plan or group health insurance trust fund</i>		
Annual Rate per firefighter for lump sum benefit:	\$221.00	\$0.00
One-Time Benefit upon diagnosis:	\$25,000	Included

Class 3 Proposed 12-month Premium:	\$0.00
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12-month Premium Total for Eligible Firefighters:	\$8,916.00
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This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).



Effective Date: 10/01/2023

Entity Name: Suwannee County Bd of Cty Commissioners

Selected Firefighter Cancer Benefit Plan

- We would like to enroll Class 1 in the Florida Firefighter Cancer Benefit Program Plan Option through Chubb
- We would like to enroll Class 2 in the Florida Firefighter Cancer Benefit Program Plan Option through Chubb
- We would like to enroll Class 3 in the Florida Firefighter Cancer Benefit Program Plan Option through Chubb

Signature

Date

Print Name

Title

Please indicate the plan selection(s) for the 2023-2024 plan year and return this completed form to FFCP@aisadmin.com