Memorandum

MIAMI-DADE COUNTY

Date: July 10, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No.8(O)(1)(A)

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. 559 Self-funded Medical Program

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve a contract award to AvMed, Inc. to provide a self-funded health care program for Miami-Dade County (County) which includes a Point-of-Service (POS) plan and a high and low Health Maintenance Organization (HMO) plan, as defined in the RFP issued under full and open competition. Coverage under these plans is available to County and Public Health Trust (PHT) employees, dependents, and retirees. The recommended sole provider shall administer all three components of the program, replacing the current arrangement of 4 commercial contractors – 3 HMOs and a POS plan. The County will continue to offer the JMH Health Plan (HMO) as an option to its employees and to employees of the Public Health Trust.

CONTRACT NO:	559
CONTRACT TITLE:	Self-funded Medical Program
DESCRIPTION:	To provide a self-funded health care program for Miami-Dade County (County) which includes a Point-of-Service (POS) plan and a high and low Health Maintenance Organization (HMO) plan, as defined in the RFP issued under full and open competition.
PROJECT MANAGER:	Marsha Pascual, Risk Management Division Director, General Services Administration
APPROVAL TO ADVERTISE:	The issuance of the RFP was approved by the Board on March 6, 2007.
TERM:	Three years with unlimited options to renew at the County's sole discretion.
CONTRACT AMOUNT:	To the Contractor for Administrative Services Only (ASO) Fee of an estimated $48,168,000 for a three year period (the amount will be based on the actual enrollment number). 2008 - $32.24 per employee per month 2009 - $33.37 per employee per month 2010 - $34.74 per employee per month Estimated claims costs: $1.2 billion for a three year period.

FUNDING SOURCE:	Health Insurance Trust Fund
METHOD OF AWARD:	An open, competitive Request for Proposals (RFP) process was used for this award.
CONTRACTOR RECOMMENDED FOR AWARD:	AvMed Inc. d/b/a AvMed Health Plan(s) (Local) 9400 So. Dadeland Blvd, Ste. 409 Miami, FL 33156
VENDORS NOT RECOMMENDED FOR AWARD:	Aetna Life Insurance Company (non-local) 151 Farmington Avenue Hartford, CT 06156 Humana Insurance Company (non-local) 500 West Main Street Louisville, KY 40202 Blue Cross & Blue Shield of Florida, Inc. (non-local) 4800 Deerwood Campus PKWY Jacksonville, FL 32246 CIGNA HealthCare (non-local) 900 Cottage Grove Road Bloomfield, CT 06002 United HealthCare (non-local) 450 Columbus Blvd. Hartford, CT 06115 Wells Fargo Third Party Administrators, Inc. (non -local) 602 Virginia St. East Charleston, WV 25301
USING/MANAGING AGENCY:	General Services Administration
CONTRACT MEASURES:	The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this contract.
LIVING WAGE:	The services being provided are not covered by the Living Wage Ordinance.
UAP:	The contract does not contain the 2% User Access. Employee benefit contracts do not include UAP.

LOCAL PREFERENCE:	Applied in accordance with applicable ordinances, but did not affect the outcome.
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

BACKGROUND

On March 6, 2007, we presented a report to the Board of County Commissioners indicating our intention to issue a Request for Proposals to select a healthcare plan to provide a self-funded program to be offered to Miami-Dade County and Public Health Trust employees and retirees effective January 1, 2008. This RFP included a Small Business Enterprise (SBE) selection factor consistent with the Review Committee recommendation of February 14, 2007. A Pre-proposal Conference was held on March 21, 2007. Proposals were due on April 9, 2007 at 2pm. Proposals were received from seven vendors. The responses were evaluated by the Self-funded Medical Program Selection Committee: Andrew Zawoyski, DPM, Non-voting Chairperson, Alina T. Hudak, Assistant County Manager; Howard Piper, Special Assistant to County Manager; Jennifer Glazer-Moon, Director, Office of Strategic Business Management; Wendi J. Norris, Director, General Services Administration; John Renfrow, Director, Miami-Dade Water & Sewer Department; Peter Kong, Assistant Director, Benefits, Jackson Health Systems; and Leon Fuller, AFSCME Local 199, Union Representative. A kickoff meeting was held on April 10, 2007. Follow-up meetings were scheduled for April 25, 2007 and May 9, 2007. Oral presentations were held on May 1, May 2 and May 3, 2007. Negotiations took place on May 22 through May 25, 2007.

The Current Arrangements

The current arrangements for health care coverage for County and JHS employees, retirees, and their dependents are as follows:

- A self-funded Point of Service (POS) plan administered by CIGNA (Connecticut General Life Insurance Company). The plan features an in-network and out of network level of benefits. In-network, members pay minimal co-payments for most services, and are limited to the participating network of providers. Out of network, covered services received from non-participating providers are payable at 70% of reasonable and customary charges, subject to a $200 deductible.
- Four fully insured Health Maintenance Organizations (HMOs): Av-Med Health Plan, Humana, VISTA, and the JMH Health Plan. Benefits are provided through a network of participating physicians/facilities. Covered services are provided at 100%, subject to some minimal co-payments.

The County's Strategy

The cost of healthcare continues to increase and has become unaffordable for some employees who wish to cover their dependents, as well as for many retirees. Reducing dependent and retiree premiums is a priority for the County and the Collective Bargaining Units. Through careful consideration of the options available to us to reduce costs, it was

determined that plan consolidation to one vendor [with the JMH Health Plan (HMO) remaining as an option to County employees and to employees of the Public Health Trust] and changing the funding mechanism from fully insured to self-funded was likely to achieve significant savings. Further, re-tiering the existing rate structure and setting the employee only premium at the appropriate ratio level would provide further savings to the County. These savings would be passed back to employees and retirees in the form of reduced dependent premiums.

Recognizing the significance of any change in health coverage to our employees, we conducted an employee survey in March, 2006 and utilized the information to design the RFP. The survey revealed that employees were primarily concerned about their ability to continue the relationships in place with their current medical providers; therefore, the disruption analysis was a key component of our evaluation. Additionally, in order to ensure that employees, retirees and their dependents continue receiving the same level of benefits they are currently receiving, the RFP included a request to match the current plan design for the Point of Service (POS) program, as well as a High-Option HMO, which mirrors the most popular HMO currently offered. We also included a new Low-Option HMO, which is purely voluntary, for those employees willing to accept additional out of pocket expenses in exchange for slightly lower premiums.

The Evaluation Criteria

While plan savings were a key consideration in the process, quality, access, and customer service were the main criteria for selecting a specific vendor. Proposals were evaluated based on the following criteria established in the RFP:

Criteria	Points
Experience and Qualifications	150
Network and Disruption	500
Plan Design	100
Member Services and Account Management	300
Quality and Wellness	200
Financial Responses and Provider Reimbursement	300
Prescription Drug Benefits	150
Stop Loss Coverage	100

Each committee member reviewed and scored the proposals independently. The composite scores are as follows:

Aetna	AvMed	Blue Cross Blue Shield of Florida	Cigna	Humana	United	Wells Fargo
8376	10130	8031	9070	8612	9692	6925

Provider Disruption

Since this was a critical component of the evaluation process, we identified, through the records of our incumbent carriers, the providers utilized by County employees, retirees and dependents. This information was matched against the networks provided by each of the proposers. The provider match was as follows:

Aetna	AvMed	Blue Cross Blue Shield of Florida	Cigna	Humana	United	Wells Fargo
75.7%	99.1%	83.0%	79.2%	92.1%/POS 86.5% HMO	92.6% POS 91.3% HMO	85.0%

Claims Costs

The projected claims costs were arrived at by performing an analysis of our current utilization against network discounts achieved by each of the plans. In other words, based on the services our employees, retirees and dependents have been receiving, how much we would pay for those same services under the proposers' plans. The estimates are as follows:

Aetna	AvMed	BC/BS	Cigna	Humana	United	Wells Fargo
$302.1M	$302.3M	$328.9M	$301.8M	$300.4M	$301.7M	$382.8M

Though claims costs are obviously important to the County, our projections regarding savings were based on non-claims (administrative) expenses. We did not anticipate having any significant changes in the cost of medical claims, as we are not attempting to influence employees' use of their plans through plan design changes. If utilization is not being impacted, then savings from claims will only be recognized if a vendor has substantially better discounts. As you can see from the chart above, many of the numbers are fairly close.

Price Proposals

In the RFP, 200 points were allocated for price. The price being evaluated was the Administrative Services Only (ASO) fees and Stop Loss fees. The RFP stated, "The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule," and in the manner stated herein, <u>without exception or any qualification; there is no exception allowed to this requirement</u>. Proposers who do not submit pricing in accordance with Form B-1 will not receive evaluation points for the Price portion." In consultation with the County Attorney's Office, it was determined that all Proposers qualified their price proposals. While additional pricing was requested of the Proposers, the County Attorney ruled that we could not consider the updated pricing for evaluation purposes. The County Attorney advised that the RFP was clear that if prices were qualified in any manner, the Proposer would obtain a zero for pricing. Therefore, no points were awarded to any of the proposers for price.

Stop Loss Coverage

Because this is a self-funded program, the RFP requested pricing for Individual Stop Loss and Aggregate Stop Loss coverage. The individual stop loss coverage was requested at the $250,000 level, meaning that if a participant's medical bills exceed $250,000 in a single plan year, the County would not be responsible for the cost of claims in excess of the $250,000. They would be covered by the stop loss insurance. Under the Aggregate Stop Loss, if the cost of all claims under the self funded plan exceed 120% of the projected claims for the plan year, the stop loss insurance would pay the claims exceeding the 120% threshold for the remainder of the plan year. The purchase of individual stop loss is not recommended based on an analysis of the expected large claims for 2008 and the value of the reimbursement against the cost of purchasing the coverage. In six of the seven proposals, the cost of the individual stop loss premiums was higher than the anticipated return. In only one proposal did the County actually gain from the purchase of the coverage. In that particular instance, however, the County would spend an estimated $8,985,000 in premiums, with an expected reimbursement of $9,663,000, for a net gain to the County of $678,000.

We are also recommending against the purchase of aggregate stop loss coverage. The projected claims cost for 2008 is approximately $302,260,000. In order for the aggregate stop loss to apply, claims would have to exceed $362,712,000. AvMed's aggregate stop loss proposal included the first $10M of reimbursed claims covered by ING, at the rate of $6.50 per employee per month (PEPM). Above the $10M, AvMed would provide the stop loss coverage at a rate of $2.00 PEPM. The cost to the County for this coverage would be approximately $4.1M for 2008. We would not recover any money unless claims cost exceeded $362,712,000. Given the vast amount of claims data available for our group, and given that we would have to incur $60 million in excess of projected claims, we view this stop loss insurance cost as unnecessary. We have adequate reserves in our health insurance trust fund to cover costs up to 130% of projected claims. The likelihood that claims will reach this level is extremely remote. And, though we have purchased aggregate stop loss coverage in the past, in the 30+ years of self-funding, the aggregate stop loss coverage was never used.

Results

The recommendation before you today provides an estimated $19.4M in non-claims (administrative) savings. Non-claims savings reflect the reduction in fixed administrative expenses achieved through a self-insured arrangement administered by AvMed as compared to the non-claims expenses reported by the incumbents in the 2008 renewal of the current programs. Non-claims expenses include claims administration, client service expenses, overhead, profit, and risk charges for insured programs. As indicated in our previous report to the Board, non-claims expenses typically range from 4% to 7% of total claims cost utilizing a self-funding model. Our non-claims expense under the recommended AvMed proposal represents 5.9% of total claims cost, versus a 10% non-claims expense under renewal of the current programs. Additional savings of approximately $33M will be achieved through the rate re-tiering. We have also achieved a 99% match of providers, meaning very little disruption of relationships. Additionally, the network proposed by AvMed provides in-network provider access to retirees and dependents in areas not currently covered by AvMed. Retirees and employees with dependents living in other states are currently limited to selecting the more

expensive POS plan. This recommended proposal gives them the freedom to choose any of the three plans (POS, High-Option HMO, Low-Option HMO). All of this has been accomplished without changing our current plan designs.

Our commitment was to maintain the current level of benefits and minimize the impact of provider disruption to our employees. Our goal was to achieve significant savings in the non-claims (administrative) component of premiums, and to use those savings to reduce dependent premiums. We are confident that we have achieved these objectives.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 10, 2007

FROM: R.A. Cuevas, Jr. Acting County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(A)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

✓ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
07-10-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH AVMED INC. D/B/A AVMED HEALTH PLAN(S) TO OBTAIN A SELF-FUNDED MEDICAL PROGRAM, AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. 559

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of AvMed Inc. d/b/a AvMed Health Plan(s), in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

Self-funded Medical Program
Contract No. 559

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between AvMed, Inc. d/b/a AvMed Health Plan(s), a corporation organized and existing under the laws of the State of Florida, having its principal office at 9400 So. Dadeland Blvd., Suite 409, Miami, Florida 33156 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Self-Funded Medical Program and associated administration services that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 559 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 6, 2007, incorporated herein by reference, which is supplemented by letter dated May 25, 2007 attached herein as part of Appendix A, and hereinafter are collectively referred to as the "Contractor's Proposal" and,

WHEREAS, the County desires to procure from the Contractor such Self-funded Medical Program and associated administrative services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The initials "ASO" to mean Administrative Services Only.

b) The initials "AWP" to mean Average Wholesale Price.

c) The word "Capitation" to mean a payment methodology in which the physician is paid a set dollar amount determined by a Per Member Per Month calculation to deliver medical services to a specified group of people.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 559 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

g) The word "Contractor" to mean AvMed, Inc. d/b/a AvMed Health Plan(s) and its permitted successors and assigns.

h) The word "Days" to mean Calendar Days.

i) The word "Deliverables" to mean all documentation, reports, claims data, and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

j) The word "Department" to mean General Services Administration (also, "GSA").

k) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

l) The words "Extra Work" or "Change Order" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

m) The word "Formulary" to mean a list of covered pharmaceuticals.

n) The word "Gatekeeper" to mean a caretaker who is responsible for the administration of the patient's treatment. The Gatekeeper coordinates and authorizes all medical services, laboratory studies, specialty referrals and hospitalizations.

o) The initials "HMO" to mean Health Maintenance Organization.

p) The word Member to mean all employees, retirees, and their dependents enrolled in Medical Program.

q) The word "On-site" to mean location where County provides office space for Selected Proposers staff, currently at 111 NW 1st Street, Miami Dade, Florida, 33128.

r) The initials "PCP" to mean Primary Care Physician.

s) The initials "PEPM" to mean per employee per month.

t) The initials "POS" to mean Point-of-Service.

u) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

v) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

w) The words "Self-funded" shall mean a plan offered by employers who directly assume the risk.

x) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

y) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 559 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in this Agreement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the first page and shall continue until December 31, 2010. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract on a year-to-year basis for an unlimited period. The effective date of the Self-funded Medical Program shall begin at 12:01 am on January 1, 2008.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
GSA Risk Management Division
111 N.W. 1st Street, Suite 2340
Miami, FL 33128-1989
Attention: GSA Risk Management Division Director
Phone: (305) 375-4281
Fax: (305) 375-4255

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

AvMed Inc. d/b/a AvMed Health Plan(s)
Client Service Department
9400 So. Dadeland Blvd, Ste. 409
Miami, FL 33156
Attention: Mr. Frank Jantzen, Vice President
Phone: (305) 671-5437
Fax: (305) 671-4764
E-mail: frank.jantzen@avmed.org
blanca.hernandez@avmed.org
evis.clavareza@avmed.org

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES, FUNDING AND PAYMENT OF CLAIMS

a. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

b. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

c. The Contractor shall establish a benefit plan account ("Account") with a bank agreed upon between County and Contractor. The account shall be in the name of the Contractor for the exclusive use of the County's plan. An initial imprest balance in the amount of seven million dollars ($7,000,000) will be deposited into the Account no later than 12/31/07. Should it become necessary to increase the imprest amount, the County will agree to do so based on satisfactory evidence from the Contractor of insufficient funds. The Account shall be funded weekly by the County based on electronic reports provided by the Contractor of cleared checks. The County will issue payments via wire transfer. The Contractor shall provide a monthly reconciliation. Any interest earned in the Account shall be accrued to the County and any banking fees will be charged to the Account.

d. If County has purchased individual and/or aggregate stop loss coverage from Contractor or an affiliate with respect to the Medical Program, Contractor may credit the Account with payments due and owing the County under the stop loss policy. In addition, charges to the Account may also include overpayments on stop loss claims resulting in monies owed to Contractor by the County.

e. Contractor, on behalf of the County, shall issue checks from the Account for Medical Plan benefits and Medical Plan-related expenses in the amount Contractor determines to be proper under the Medical Program and/or under this Agreement.

f. In the event that sufficient funds are not available in the Account to pay all Medical Plan benefits and Medical Plan-related expenses when due, then Contractor shall notify the County accordingly.

g. In the event Contractor pays any person less than the amount to which he or she is entitled under the Medical Program, Contractor will promptly adjust the underpayment by drawing the additional funds from the County's Account. In the event Contractor overpays any person entitled to benefits under the Medical Program, or pays benefits to any person not entitled to them, Contractor shall take all reasonable steps to recover the overpayment and credit the Account accordingly; however, Contractor shall not be required to initiate court proceedings to recover an overpayment. Contractor shall be liable for overpayments except to the extent that said overpayment resulted from acts or omissions of the County, its officers, directors, or employees.

h. Contractor shall indemnify and save the County harmless from any loss proximately caused by criminal or intentionally wrongful acts by any employee of Contractor arising out of its use of the Account. This indemnity shall survive the termination of this Agreement. The County shall give Contractor prompt and timely notice of any fact or condition which comes to its attention which may give rise to a claim of indemnity under this paragraph.

i. Following termination of this Agreement, the County shall remain liable for payment of all Plan benefits or fees due any provider or entity for services rendered prior to termination. County shall reimburse Contractor to the extent Contractor makes any such payment. In no event shall any payment of Medical Plan benefits or fees by Contractor be construed to oblige Contractor to assume any liability of the County for the payment of such benefits or fees. This provision shall survive the termination of this Agreement.

ARTICLE 8. PRICING

Prices for the Administrative Fees shall be in accordance with Appendix B, Price Schedule. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the

rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Except as otherwise explicitly provided in this Agreement, the County shall accept the tender of defense and retain the liability for all Plan benefit claims and all expenses incident to the Plan and agrees to reimburse Contractor for and hold it, its directors, officers and employees harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which Contractor may become liable:

a) arising from any claimed breach of fiduciary duty by the County or Contractor with respect to the Plan; provided, however, that if, as to any such claim, there is a final adjudication by a court of competent jurisdiction that Contractor has breached any fiduciary duty with respect to the Plan, or if any such claim is settled by Contractor or at its request, then Contractor shall promptly reimburse the County for all extra-contractual (non benefit) expenses (including attorneys' fees and court costs) paid by County with respect to such claim; and/or
b) arising from any legal action or proceeding to recover benefits under the Plan.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County.

All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent

information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The County may contract with and utilize a third party or consultant to conduct said audit. In doing so, the County shall have a Business Associate Agreement in effect with the third party or consultant, pursuant to the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the

performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to network providers, subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein;

viii. the Contractor has breached a provision of the Miami Dade County HIPAA Business Associate Addendum as stated in Article 43 and in Appendix C attached to this Agreement.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent,

copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers

who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only

in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any Member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission

prior to their or their immediate family Member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any Member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and

programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

This is recognized as an insurance contract and thus is not subject to the one quarter (1/4) of one percent fee assessment, subject to the "Notwithstanding clause" stated above.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a Member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in

contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractor, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), or war.

ARTICLE 41. MODIFICATIONS OR AMENDMENTS

a. Modification or amendment of the Medical Plan shall be communicated in writing by the County to Contractor. Implementation of the modification or amendment shall be mutually agreed upon by the County and Contractor subject to data processing systems changes, retroactive effective dates, and other adjustments and procedure changes necessitated by the modification or amendment.

b. The term "Medical Plan" (also, Plan) as used in this Agreement shall include each such modification or amendment as of the implementation date agreed upon by the parties.

c. Modification of the duties as described in Scope of Services, Appendix A, shall be by mutual agreement of the County and Contractor. Any such modification (and the revised charge, if any, applicable thereto) shall be evidenced by a supplemental agreement between the parties which, upon execution, shall become a part of this Agreement.

ARTICLE 42. CONTRACTOR OBLIGATIONS

a. In performing its obligations under this Agreement, Contractor neither insures nor underwrites any obligation or duty of the County under the Medical Plan, but, with respect to the County and/or Medical Plan Participants, acts only as the provider of the Services described in this Agreement.

b. In the event of any claim or suit filed against the Contractor for decisions rendered on behalf of the County, the Contractor shall defend itself at its own expense and shall indemnify and hold harmless the County for any such expenses, including, but not limited to, all litigation costs and expenses.

c. In the event of any claim or suit filed against the County for decisions made by the County in reliance upon the decisions of the Contractor or for any wrongful or negligent acts or omissions of the Contractor, its employees, and its sub-carriers, the Contractor shall hold harmless and indemnify the County, its employees, agents, and successors from all liability and expenses (including attorney's fees) and shall, at its own expense, fully cooperate with the County by providing any information or testimony necessary for the defense of such claim or suit. This assistance may include, but not be limited to, providing all information in its possession, including books, records, and documents, which may be relevant to the defense of any such claim; subject to HIPAA requirements.

d. In the event litigation is instituted by a third party against the County and/or Contractor concerning any matter under the Medical Plan, including a suit for Medical Plan benefits, each party to this Agreement shall have sole authority to select legal counsel of its choice.

e. In performing its obligations under this Agreement, Contractor shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing services to plans of similar size and characteristics as the Medical Plan. The Contractor shall be liable for, indemnify and hold harmless the County and its officers, employees (except in such officers' / employees' capacity as Medical Plan participants), agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or said officers, employees, agents or instrumentalities become liable as a consequence of any acts or omissions of Contractor which, in the aggregate, constitute a failure on the part of Contractor to perform its obligations in relation to this Agreement in accordance with the standard set forth above. The obligations of the Contractor under this agreement shall incorporate the specific acknowledgements contained in the Contractor's responses in Scope of Services section of its proposal.

Notwithstanding the above, Contractor's duty to indemnify and hold County harmless shall not extend to: (1) acts or omissions of the County, its officers, directors, or

employees; and/or (2) acts or omissions of non-employee participating providers who provide services in any network for County's Plan hereunder.

The provisions of this Article 42 shall survive termination of this Agreement.

ARTICLE 43. MIAMI-DADE COUNTY HIPAA BUSINESS ASSOCIATE ADDENDUM

The attached Miami Dade County HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of this Agreement, and is effective as of the date of this Agreement.

ARTICLE 44. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: FRED B JANTZEN	Name: _____
Title: Vice President Client Service	Title: _____
Date: 5/25/07	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

Attachments:
Appendix A – Scope of Services
Appendix B – Price Schedule
Appendix C - Miami Dade County HIPAA Business Associate Addendum

Appendix A - SCOPE OF SERVICES

1.0 INTRODUCTION/BACKGROUND

The Contractor shall provide a Self-funded Health Care Program which includes a Point-of-Service (POS) plan and two Health Maintenance Organization (HMO) options: High and Low, as defined by plan design. County and Public Health Trust employees, dependents, and retirees are eligible for these plans. The Contractor is the County's sole provider (except as stipulated in the next paragraph; in reference to the Jackson Memorial Hospital "JMH" Health Plan) to administer all three components on a full replacement basis.

2.0 JMH Health Plan

The County will continue to offer the JMH Health Plan (HMO) to its employees and to employees of the Public Health Trust. The JMH Health Plan is wholly owned by Miami-Dade County and the Public Health Trust. Currently, about 800 County and about 3200 PHT employees are enrolled in this plan.

The County and the Public Health Trust employ approximately 40,000 individuals in South Florida.

2.1 Covered Groups

Covered groups include:

- Miami-Dade County Staff
- Public Health Trust Staff
- County and PHT Retirees under age 65
- Retirees 65 and older
- County Judges (approximately 50 individuals)
- Miami-Dade County Expressway Authority (approximately 40 individuals)
- Industrial Development Authority (approximately 3 individuals)
- Town of Miami Lakes (approximately 24 individuals)

Note: The Dade County Association of Firefighters Local 1403 (DCFF), offers a plan to its members. Employees will be offered the opportunity to participate in any of the County plans, or the Union plan, if eligible.

2.2 REQUIRED QUALIFICATIONS

The Contractor shall continuously meet the requirements as stipulated in this Section 2.2 throughout the Contract period. The Contractor shall advise the County within thirty (30) days in writing of any changes to the following qualifications:

2.2.1 The Contractor shall be a Florida-licensed Health Maintenance Organization, a Florida-licensed Health Insurance Company, or any entity allowed under Florida Statutes to provide health care plans in the State of Florida.

2.2.2 The Contractor shall maintain sufficient provider networks in areas in which County employees and retirees reside. Retirees and out-of-area dependents shall have sufficient access to providers and shall be covered based on the same

Appendix A - SCOPE OF SERVICES

plan designs as in-area participants. The network for the plan shall include a national network of providers while maximizing discounts to the plan.

2.3 GENERAL INFORMATION

2.3.1 Members of the DCFF Union may be eligible for coverage in their Union-sponsored plans.

2.3.2 The Contractor's ASO fees and Stop Loss Premiums include the cost of "runout" claims upon plan termination (for 12 months after expiration of this Agreement).

2.3.3 The Contractor shall retain all fiduciary responsibilities, including, but not limited to responsibility for all appeals.

2.3.4 The County contributes 97% of the single employee cost for the POS plan and 100% of the single employee cost of the HMO plan options. Employees contribute the difference between the cost for single coverage and the County contribution. Employees also contribute the full cost for dependent coverage. The Employees' contributions to the cost are offered on a pre-tax basis. Retirees contribute 100% of the cost of their coverage. The County reserves the right to change its contribution strategy at any time. The Contractor's ASO fees and Stop Loss Premiums shall remain valid regardless of the contribution strategy.

2.3.5 The County contribution levels are subject to collective bargaining agreements.

2.3.6 Any full-time County employee who has completed 90 days of employment is eligible. Any part-time employee who consistently works at least 60 hours bi-weekly and has completed 90 continuous days of employment is eligible. Executives, as identified by the County, are eligible for coverage on their first day of employment. If an election is made, coverage is effective the first day of the month following or coincident to the completion of the 90 day eligibility period without any actively-at-work exclusion. Employees are offered a 30 day grace period to enroll beyond their initial eligibility date. Coverage requested during the grace period becomes effective the first of the following month.

Dependent eligibility is defined as follows:

(a) Spouse (unless an eligible County employee).

(b) Unmarried natural child, stepchild, foster child, adopted child (including a child who is required to be eligible for membership as an adopted child in conformity to applicable law) or a child for whom the employee has been appointed a legal guardian, pursuant to a valid court order and the child is under the limiting age. The eligibility limiting age for an unmarried child is the end of the calendar year in which the child reaches age 19. Coverage may be extended to the end of the calendar year in which the child reaches age 25, if all of the following requirements are met: (1) the unmarried child is dependent upon the employee for support, and (2) the unmarried child is living in the employee's household or the unmarried child is a full or part-time student. The plan shall require acceptable documentation that the child

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meets and continues to meet such requirements.

(c) Coverage for an unmarried dependent child may be continued beyond age 25 if the child is mentally or physically disabled. Proof of disability shall be required.

2.3.7 Employees under age 65 who retire from County service may continue POS or HMO plan membership for themselves and their dependents until age 65 with remittance of the required premium to the County. Alternative health plan offerings suggested by the Contractor shall also be made available to this retired population if approved by the County. The dependents of deceased retirees or of retirees attaining Medicare eligibility may continue coverage through the retiree group by remitting the appropriate premiums.

2.3.8 Retired employees, who have attained age 65, and their dependents, may choose a Medicare Supplement plan or a Medicare Risk HMO with required premium remittance. The Medicare Risk HMO premium (if any) will be collected directly by the Contractor. Alternative health plan offerings suggested by the Contractor shall also be made available to this retired population if approved by the County.

2.3.9 Retiring employees shall be provided an opportunity at the time of retirement (no later than 30 days from the retirement date) to change their medical plan election in order to allow participation in the option which best meets their retirement needs. The Contractor shall allow an annual open enrollment period for retirees.

2.3.10 All retirees under and over the age of 65 shall have access to national networks at least equivalent to the networks offered to active employees.

2.3.11 The Contractor must provide current plan participants continued coverage on a no-loss, no-gain basis (meaning no employee should lose nor gain a benefit due to a change in the contract).

2.3.12 All underwriting requirements shall conform to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), where applicable. The Proposer shall review the attached HIPAA privacy agreement (Appendix C). The Contractor is required to execute this agreement as part of any award issued as a result of this RFP.

(a) New employees and their eligible dependents are eligible for coverage without proof of insurability and are not subject to pre-existing condition exclusions.

(b) Employees who do not enroll within their initial benefits eligibility period, and do not satisfy a HIPAA qualifying event, may not enroll until the following annual open enrollment period with a January 1 effective date.

(c) All employees and dependents enrolled as of December 31, 2007 are eligible for coverage with no actively at work exclusion.

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2.3.13 The following rules apply for adding/deleting dependents:

(a) New Dependents - A dependent may be added to the medical plan by submitting an application within 45 days (60 days for newborns) of acquiring the dependent. The employee must enroll the dependent within 45 days (60 days for newborns) after the marriage or birth/adoption of a child. Coverage for a new spouse is effective the first day of the month following receipt of the application. Coverage for a newborn, child placed for adoption, or adopted is effective as of the date of birth, placement for adoption, or adoption date. The change in premium, if applicable, is effective the first day of the month following birth, placement for adoption, or adoption.

(b) If eligible employees have declined coverage for themselves or their dependents because of other insurance coverage and the other coverage ends, they may request enrollment within 45 days after the other coverage ends.

(c) Change of Family Status - A dependent may be added or deleted to the Group Medical Plan program at anytime during the year under HIPAA or IRS Section 125 provisions. Proof of the change in family status must be submitted within 45 days.

2.3.14 Employee membership terminates on the last day of the pay period for which applicable payroll deductions are made after the date the employee ceases active work for any reason other than an approved leave of absence or retirement.

2.3.15 The Contractor shall notify the County of any change in its financial ratings or the financial ratings of the Stop Loss Carrier, by the A.M. Best rating service, the Standard and Poors rating service, or any other industry rating service by which it is rated. Notification of such change shall be delivered by certified mail to the County no later than 3 business days after the Contractor has been apprised of such change.

2.3.16 The Contractor shall adhere to generally accepted standards (as suggested by the National Committee for Quality Assurance "NCQA") for the consideration and credentialing of physicians in its networks.

2.3.17 The Contractor must perform a GeoAccess analysis and present this report to the County at the time the Contractor submits its renewal information for this Agreement. This shall occur annually. The Contractor shall make reasonable efforts to contract with additional physicians and hospital providers where minimum access standards are not met.

2.3.18 In the event of any claim or suit filed against the Contractor for decisions rendered on behalf of the County, the Contractor shall defend itself at its own expense and shall indemnify and hold harmless the County for any such expenses, including, but not limited to, all litigation costs and expenses.

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In the event of any claim or suit filed against the County for decisions made by the County in reliance upon the decisions of the Contractor or for any wrongful or negligent acts or omissions of the Contractor, its employees, and its sub-carriers, the Contractor shall hold harmless and indemnify the County, its employees, agents, and successors from all liability and expenses (including attorney's fees) and shall, at its own expense, fully cooperate with the County by providing any information or testimony necessary for the defense of such claim or suit. This assistance may include, but not be limited to, providing all information in its possession, including books, records, and documents, which may be relevant to the defense of any such claim; subject to HIPAA requirements.

2.3.19 Unless required by law, commissions to agents, brokers, etc. shall not be included in any of Contractor's ASO fees and Stop Loss Premiums or in future rate quotes.

2.4 ENROLLMENT/COMMUNICATIONS PROVISIONS

2.4.1 The Contractor shall provide open enrollment materials in an adequate amount, based on the County's discretion, fifteen (15) days prior to the County's start of the open enrollment period. The County will advise the Contractor of this start date thirty (30) days prior to the start of the enrollment period. The Contractor shall provide a sufficient number of materials for new hires. The Contractor shall provide a customized benefits website for all eligible employees/retirees at all times.

2.4.2 The Contractor shall provide draft Summary Plan Descriptions (SPD) at least 30 days prior to the Plan effective date. Upon approval and acceptance of the SPD by the County, the Contractor shall print and mail the SPD directly to Member homes, within thirty (30) days of Member's effective date.

2.4.3 The Contractor shall utilize County-specific forms and materials, as necessary.

2.4.4 The Contractor shall provide ID cards to each enrolled Member; additionally, ID cards will be generated and distributed within 5 business days, when any of the following events occur:

- Change in coverage option or group;
- A replacement/duplicate card is requested.

2.4.5 The Contractor shall ensure that the POS/HMO Program shall identify Members by Social Security Number.

2.4.6 The County must approve in writing all booklets and any/all other employee communications prior to printing. The Contractor shall distribute communication material directly to the County's approximately 55 Departmental Personnel Representatives and to approximately 10 Jackson Health Systems locations throughout the County. The County retains the right to prohibit distribution of any materials that make false or misleading statements, make reference to any plan other than the Contractor's plan, or any other materials or "giveaways" which the

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County deems to be inappropriate.

2.4.7 The Contractor shall review the plan specific information in the County's Employee Benefits Handbook for accuracy and provide any updates to the County annually no later than August 1 for the upcoming plan year. The County will finalize and publish the Handbook. The County shall retain final approval authority over all communication material.

2.4.8 The County uses web enrollment for the annual open enrollment and anticipates continued use of web enrollment for ongoing enrollments.

2.4.9 The Contractor's representatives will be allowed access to County employees on County premises as determined by the County.

2.4.10 The Contractor shall provide sufficient personnel to attend all initial enrollment period meetings and subsequent open enrollment period meetings (approx. 35 per year, except in the first year, where it is expected to be a larger number of meetings, as may be necessary as determined by the County) on a schedule set by the County. The Contractor shall provide personnel to attend meetings scheduled by the County between such annual periods, assuming reasonable notice is given.

2.4.11 The Contractor shall adhere to an implementation schedule for a January 1, 2008 Plan effective date, with enrollment scheduled for the Fall of 2007.

2.4.12 There shall be no minimum participation requirement levels, nor corresponding adjustments of fees due to changes in participation levels as a result of the RFP process or during the term of the contract, including renewal options exercised, if any.

2.4.13 The Contractor shall accept eligibility data, in an electronic format, in the file layout used by the County.

2.4.14 The Contractor shall update electronic eligibility data within 24 hours (paper data within 48 hours) from the time of receipt of data.

2.4.15 The Contractor shall provide a single point of contact, named under separate cover, with regard to eligibility and enrollment information and shall coordinate any internal distribution of such information as well as facilitating any necessary transfer of data to third party administrators.

2.5 BENEFITS PROVISIONS

2.5.1 The Contractor's plan shall comply with federal guidelines for Cafeteria Plans pursuant to Internal Revenue Code Section 125, the Age Discrimination in Employment Act (ADEA), American Disabilities Act (ADA), Medicare Secondary Payor, Health Insurance Portability and Accountability Act of 1996 (HIPAA), and COBRA, as well as any other applicable federal requirements and all Florida-

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mandated benefits. If proposed plan(s) does not comply with County requirements as stated above, the Contractor shall advise the County immediately upon identification of any non-compliance, and shall submit a description of the necessary plan changes that are required to bring the plan(s) into compliance.

2.5.2 The Contractor shall have full service provider contracts in place with the University of Miami - School of Medicine (UMSM) and with Jackson Health Systems (JHS). Both of these providers are subject to the POS/HMO Program's standard credentialing methods. The Contractor shall allow enrollees in the Contractor's plan to use all health care services (primary, secondary and tertiary services) offered by these two providers. Such provider contracts shall become effective no later than December 1, 2007. Such contracts shall remain in force for the duration of the Contractor's contract with the County, and any renewal options exercised, and shall not contain any provision restricting or limiting an enrollee's use of these providers in any way that is not imposed on other physician or hospital providers in the Contractor's network. The Contractor shall provide proof of an existing contract or a properly executed letter of intent with UMSM and JHS, which shall be negotiated by the Contractor with these facilities no later than October 1, 2007, and in each year on October 1 that the contract(s) require renewal(s); or the selected Proposer must demonstrate to the County's satisfaction, at it's sole discretion, that the inability to contract with these facilities was out of the Contractor's direct control or not its decision.

2.5.3 The County's Employee Support Services Program (ESS) shall have full authority to refer Members to the health plan network for mental health/substance abuse services. The ESS shall bill and be reimbursed by the Contractor according to negotiated fees.

2.5.4 Wellness benefits shall be available within the POS/HMO Program. The Contractor shall cooperate with the County in readily providing health screenings to employees and families at locations throughout the County. In addition, Contractor shall readily provide various wellness activities including, but not limited to, health fairs, flu shots and educational workshops.

2.5.5 The Contractor shall keep the County apprised on a timely basis of any issues/discussions surrounding its network of physicians and hospitals which would have an impact on County employees.

2.5.6 "Medical Necessity" shall be defined as accepted health care services and supplies provided by Contractor, appropriate to the evaluation and treatment of a disease, condition, illness or injury and consistent with the applicable standard of care.

2.5.7 The criteria for organ transplants in the POS/HMO Program shall be defined as the Contractor's response to Question 104 in the Questionnaire portion of the Contractor's Proposal. The Contractor's response to the aforementioned Question 104 includes the criteria for approval and the definition of Experimental Procedures that will not be covered by the POS/HMO Program. The Contractor

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shall provide all explanations in layperson's terms.

2.5.8 Pregnant employees/dependents, who are beyond the first trimester, may continue with their current attending OB/GYN, through the time of delivery, and such coverage shall be considered at the in-network level of benefits.

2.5.9 In special catastrophic cases, as determined by the County, the County shall require the Contractor to provide an in-network level of care and benefits to the designated Member, even if the provider utilized is not part of the Contractor's network.

2.5.10 Any deductible satisfied, and credited by the Contractor for covered medical expenses in the last three months of a calendar year (every plan year) shall be carried over to satisfy the participant's next year's deductible.

2.5.11 The Contractor shall offer the POS and HMO high option on an open access basis (no Gatekeeper).

2.5.12 The Contractor shall credit the County for pharmacy rebates earned based on the County's prescription drug utilization. A portion of the pharmacy rebates ($3.56 Per Employee Per Month "PEPM", in the first year) has be applied as a reduction to the ASO fees as established in Appendix B. Rebates in excess of this amount shall be remitted to the County, on an annual basis. The County reserves the right to audit the pharmacy rebate program on an annual basis.

2.5.13 The Contractor shall keep the County apprised of changes (within 30 days) in the preferred drug list prior to the change, with an explanation of how it will directly affect the County's Members.

2.6 DATA PROVISIONS

2.6.1 The Contractor shall provide the following reports electronically to the Director of Risk Management, with a copy to the County's Benefits Manager and the County's consultant (which shall include the information as stated below):

(a) Monthly Paid Claims Activity Reports - shall be segregated by active employees, Medicare and Non-Medicare eligible retirees, and further categorized with dependents and COBRA beneficiaries identified separately (active and retirees). Details of these reports will be negotiated with the Contractor.

(b) Quarterly Utilization Data Reports - showing inpatient utilization by hospital, outpatient utilization and physician by type of service. Details of these reports will be negotiated with the Contractor.

(c) Quarterly Care Management/Disease Management Reports – showing utilization by program. Details of these reports will be negotiated with the Contractor.

(d) Quarterly Prescription Drug Management Reports - separately detailing name brand and generic drug usage. These reports shall include formulary use and approved non-formulary prescriptions. Details of these reports will

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be negotiated with the Contractor.

(e) Quarterly Employer Specific Pharmacy Rebate Tracking Report

2.6.2 On-line access to eligibility, census data and individual claim information shall be provided to the On-site POS/HMO Program customer service representatives provided by the Contractor to the County.

2.6.3 The Contractor shall maintain utilization statistics based on the resultant desired County plan structure.

2.6.4 The Contractor shall provide all data in an electronic format by plan and employee group (as applicable) at no additional cost.

2.6.5 The Contractor shall provide the County (and its designated consultant) with on-line access to the Proposer's reporting system in order to retrieve standard and ad hoc claims and utilization data.

2.7 ADMINISTRATION PROVISIONS

2.7.1 All benefit plans shall be administered on a self-billing fee/premium rate remittance basis. The Contractor shall accept the County's self-billing process.

2.7.2 The Contractor shall accept bi-weekly bank wire-transfers of fee/premium payments, which will be remitted in arrears. The Contractor shall grant a 30 day grace period for active employees, paid leave status employees, and retirees.

2.7.3 The Contractor shall establish an account from which it shall issue checks for the County. Any subsequent increase in the agreed upon imprest balance is subject to approval by the County based on satisfactory evidence from the Contractor of insufficient funds.

2.7.4 At least 180 days prior to the County's open enrollment period for benefits (as determined by the County), the Contractor shall provide the County with premium-equivalent rates, inclusive of administrative fees and stop loss premium rates, by tier as stipulated herein, for the following year, along with a detailed explanation of the Contractor's underwriting/actuarial methodology used to determine the new premium-equivalent rates. Supporting claims experience and utilization data shall be provided as requested by the County to facilitate the County's renewal process.

2.7.5 The Contractor shall provide the following summary statistics on a periodic basis as determined by the County:

(a) COB-related claims pend and denial activity, including claims payment delays exceeding 30 days due to the pursuit of COB.

(b) COB savings.

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(c) Subrogation savings.

2.7.6 The Contractor shall coordinate directly with Medicare, on behalf of retirees, in processing Medicare supplement plan claims.

2.7.7 The Contractor shall administer appropriate procedures to monitor the status of over-age dependent children (19 and over) to ensure that satisfactory proof of eligibility is obtained and that coverage complies with Federal and State regulations, including COBRA. Procedures will address overage dependents in a timely manner to ensure that retroactive premiums adjustments are minimized.

2.7.8 The Contractor shall be responsible for providing all COBRA administration, including mailing of initial COBRA notification after receiving notification of a qualifying event from the County. The services required also include billing of beneficiaries and collection of appropriate premiums.

2.7.9 The Contractor shall provide HIPAA certificates of coverage within 30 days of coverage termination. In addition, the Contractor shall issue HIPAA Notices of Privacy Practices to new enrollees.

2.7.10 The Contractor shall verify dependent eligibility at initial enrollment and at subsequent open enrollments, and notify the County within 60 days after Open Enrollment Effective Date (January 1 of each year) of any discrepancies in eligibility. The Contractor shall verify dependent eligibility for new hires and new enrollees within 60 days of the coverage effective date and notify the County of any discrepancies in eligibility.

2.7.11 The Contractor shall perform a bi-weekly reconciliation of accounts based on bi-weekly electronic eligibility files provided by the County. The Contractor shall notify the County in writing within 10 business days of any discrepancies, to include subscriber name, subscriber identification number, name of ineligible dependent and change in coverage level, if any.

2.7.12 The Contractor shall provide a local account representative (who shall be physically located in the South Florida area, and be approved by the County) with full account management capabilities. The account representative shall assist the County in the administration of the POS/HMO Program, in providing all necessary and related services for employees, in obtaining the appropriate resolution of issues including claims problems, and in any other ways requested, related to the Services stated herein.

2.7.13 The Contractor's account manager and account management team shall:

- Devote the necessary time to manage the account and be responsive to County needs pertaining this Scope of Services (this includes being available for frequent telephone calls and On-site consultations with the County staff located in Miami, FL.);
- Provide the County with mobile phone numbers and email addresses of all key account management personnel;

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- Be thoroughly familiar with all of the Contractor's functions that relate to performing all Services for the County; and,
- Act on behalf of the County to effectively advance County action items through the Contractor's corporate approval structure.

2.7.14 The Contractor shall provide four On-site customer service representatives to be housed at the County administration building. The Contractor shall provide computer terminals for its representatives that have on-line access capabilities of employees' eligibility and claims information, provide customer service related functions, and assist in plan administration. The representatives shall adhere to regular business days/hours pursuant to the County's business schedule. If a customer service representative is on vacation, or out for more than two business days, a replacement shall be provided automatically. Further, the County may request replacement of the On-site representative if he/she is not performing in a satisfactory manner. The County will advise the Contractor of any performance concerns and allow adequate time to resolve before requesting such replacement.

2.7.15 A Service Standards Agreement/Performance Guarantees (Attachment 1 to this Appendix A) is made a part of this Agreement.

2.7.16 The Contractor shall ensure that the claims processing system is fully integrated with the eligibility system.

2.7.17 In addition to the rights granted in the Agreement, the Contractor shall allow the County, or its representative, the right to perform an annual audit of all claims, utilization management files, financial data and other information relevant to the County's account. The results of this independent audit will determine performance penalties for any non-compliance to the Performance Standards. The Contractor shall maintain appropriate internal audit procedures for claims and customer service administration. Additional audit programs such as pre-disbursement audits, audits of selected providers, and audits of specific services are required. Fraud prevention and detection procedures shall be maintained by the Contractor, including appropriate reporting to authorities.

2.7.18 The Contractor shall allow the County or its representative access to physician, hospital, and pharmaceutical provider contracts for the purposes of conducting the audit.

2.7.19 The Contractor shall allow the County or its representative to perform an audit up to 24 months after plan termination.

2.8 CUSTOMER/MEMBER SERVICES

2.8.1 The Contractor must communicate any significant changes in Member Services (e.g. phone messages or prompts and personnel) to the County in advance. The Contractor must receive the County's approval prior to implementing major changes (e.g. unit structure and service center).

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2.8.2 The Contractor shall provide the County with a dedicated Member Service Team, based on one dedicated person for every 5,000 Members. This team shall receive training on the specifics of the County's program. There shall also be a dedicated phone and fax number for County employees to access.

2.8.3 The County will develop and administer a customer satisfaction survey specific to the County's self-funded POS/HMO program. The County and the Contractor will work together to develop the survey and the Contractor will sign off on the survey document prior to distribution. The survey will be conducted annually to a statistically valid number of employees/retirees. The survey results will be shared with the Contractor and will be used for the purposes of the performance guarantees included in Attachment 1 to this Appendix A.

2.8.4 The Contractor shall provide to the Member its standard grievance procedure (included in the SPD) for Member's claim disputes when services are denied. Every new Member shall receive notification of a detailed explanation of grievance procedures within 30 days of the effective date of coverage.

2.8.5 The Contractor shall provide all claims data, as requested by the County; and in the instance that the County wishes to competitively solicit its Medical Program, the Contractor shall comply with any such claims data request within 10 business days of such written request. Such claims data shall include, but is not limited to: paid claims data by month, incurred claims data by month; such disruption and network data as requested, prescription drug and behavioral health care claims data as requested, large claims data and utilization data as requested.

2.9 STOP LOSS COVERAGE

If the County elects to purchase Stop Loss Coverage, the following will apply:

2.9.1 The Contractor shall mirror its stop loss policy exclusions and limitations with those of all POS/HMO medical plans.

2.9.2 The Contractor shall waive the actively-at work requirement provision and dependent non-confinement rule for current and future participants and their dependents.

2.9.3 The Contractor shall waive any pre-existing limitations for all current and future participants and their dependents.

2.9.4 Employees who enroll in the POS/HMO Program during the annual group open enrollment and newly eligible enrollees shall be covered under the stop loss policy.

2.9.5 The Contractor shall provide stop loss coverage for current and future employees, COBRA beneficiaries and retirees.

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2.9.6 The Contractor shall accept the claims information provided in the RFP as full disclosure. Additional claims data may be requested by the Contractor.

2.9.7 The Contractor shall have no minimum participation requirements for the stop loss quote.

Supplemental information provided by the Contractor dated May 25, 2007 is attached herewith as Attachment No. 2

Attachment No. 1 – Performance Guarantees
Attachment No. 2 – Contractor Supplemental Information Letter dated May 25, 2007

Attachment No. 1 to Appendix A

Performance Guarantees

Medical (excludes Prescription Drugs)

Category	Standard	Measurement	Percentage of Fees at Risk Year 1	Percentage of Fees at Risk Years 2 and 3
Section 1.01 Claims Processing				
Claims Financial Accuracy	99% payment accuracy ratio	Total dollars paid correctly (total dollars actually paid minus the absolute value of overpayments and underpayments) divided by total dollars that should have been paid for the audited sample. Prescription Drug claims are excluded from this measurement.	Maximum Annual Penalty: $150,000	Maximum Annual Penalty: $150,000
Claim Coding Accuracy	95% coding accuracy ratio	Total number of claims correctly processed divided by the total number of claims audited. Prescription Drug claims are excluded from this measurement.	Maximum Annual Penalty: $150,000	Maximum Annual Penalty: $150,000
Claims Turnaround	90% within 10 business days; 98% with 22 business days; Pended claims not to exceed 6% of processed claims	Time from the date a claim is received to the date it is processed (i.e., paid, pended or denied) excluding weekends and holidays (clean claims only). Prescription Drug claims are excluded from this measurement.	Maximum Annual Penalty: $150,000	Maximum Annual Penalty: $150,000

Attachment No. 1 to Appendix A

Category	Standard	Measurement	Percentage of Fees at Risk Year 1	Percentage of Fees at Risk Years 2 and 3
Section 1.02 Customer Service				
Telephone Response Time (with a live person)	100% within 30 seconds	Telephone system should provide statistics regarding time from call connecting to the 800# to the time it is answered by a live person.	AvMed and MDC-PHT will monitor response time to ensure optimal performance is met, and will meet as needed to address performance issues. Maximum Annual Penalty: $0	AvMed and MDC-PHT will monitor response time to ensure optimal performance is met, and will meet as needed to address performance issues. Maximum Annual Penalty: $25,000
Telephone Abandonment Rate	Less than 5%	Percentage of calls in which the caller hangs up before the call is answered by a live person.	AvMed and MDC-PHT will monitor abandonment rate to ensure optimal performance is met, and will meet as needed to address performance issues. Maximum Annual Penalty: $0	AvMed and MDC-PHT will monitor abandonment rate to ensure optimal performance is met, and will meet as needed to address performance issues. Maximum Annual Penalty: $25,000
ID Cards	98% mailed within 5 business days	Time from the date of receipt of each electronic eligibility file to the date the ID card is mailed excluding weekends and holidays.	With the exception of the annual open enrollment period, AvMed agrees to the standard requiring 98% of ID cards being mailed within 5 business days of receipt of a valid eligibility file. During the peak open enrollment period, AvMed will commit to a standard of mailing 98% of ID cards within 10 business days. Maximum Annual Penalty: $100,000	With the exception of the annual open enrollment period, AvMed agrees to the standard requiring 98% of ID cards being mailed within 5 business days of receipt of a valid eligibility file. During the peak open enrollment period, AvMed will commit to a standard of mailing 98% of ID cards within 10 business days. Maximum Annual Penalty: $75,000

Attachment No. 1 to Appendix A

Category	Standard	Measurement	Percentage of Fees at Risk Year 1	Percentage of Fees at Risk Years 2 and 3
Annual Employee Satisfaction Survey	Achieving agreed-upon employee satisfaction results each year during contract period	Survey instrument to be developed by County and agreed upon with Contractor that facilitates separate reporting for members currently enrolled with Contractor vs. newly enrolled members beginning in 2008. Each category of membership will be separately evaluated and the maximum annual penalty will be divided equally between the two (2) categories.	Contractor is expected to achieve satisfied or very satisfied survey results of 85% or higher for the members enrolled with Contractor prior to 2008. For new enrollees in 2008, Contractor is expected to achieve satisfaction results of 75% or higher. Maximum Annual Penalty: $150,000	Contractor is expected to achieve satisfied or very satisfied survey results of 85% or higher for the members enrolled with Contractor prior to 2008. For new enrollees in 2008, Contractor is expected to achieve satisfaction results of 80% or higher. Maximum Annual Penalty: $150,000
Section 1.03 Eligibility				
Turnaround	Bi-weekly eligibility electronic files updated daily	Electronic acknowledgement of file receipt and confirmation of date update performed provided to the County within one (1) business day after the file is posted to the County server.	Maximum Annual Penalty: $50,000	Maximum Annual Penalty: $50,000
Accuracy	98% of all eligibility records complete and accurate	Total number of records complete and accurate divided by the total number of records audited.	Maximum Annual Penalty: $150,000	Maximum Annual Penalty: $150,000
Section 1.04 Reporting				
Release of Reports	Provided within specified days of end of reporting period, based on report	Time from the date the reporting period closes to the date the report is mailed. Reporting period close is dependent on the frequency of the specific report.	AvMed will provide MDC with agreed upon reports in electronic format within 15 business days after the end of the reporting period. Maximum Annual Penalty: $0	AvMed will provide MDC with agreed upon reports in electronic format within 15 business days after the end of the reporting period. Maximum Annual Penalty: $0
Section 1.05 Implementation				
Miami-Dade County Satisfaction	Meet 95% of all targets agreed upon by the County and the	Implementation schedule will be mutually established with measurable targets and commitments	Maximum Annual Penalty: $25,000	Maximum Annual Penalty: $0

Attachment No. 1 to Appendix A

Category	Standard	Measurement	Percentage of Fees at Risk Year 1	Percentage of Fees at Risk Years 2 and 3
	Contractor			
Section 1.06 Annual Customer Satisfaction				
Miami-Dade County Satisfaction	Satisfaction with ongoing relationship as defined by the service categories presented in 'Attachment A to Attachment 1'	Refer to 'Attachment A to Attachment 1' for measurement criteria	Maximum Annual Penalty: $25,000	Maximum Annual Penalty: $25,000

Medical

Category	Standard	Measurement	Percentage of Fees at Risk Year 1	Percentage of Fees at Risk Years 2 and 3
Provider Network				
Provider Turnover	Less than 7% annually	Percentage of providers who left the network voluntarily during the plan year.	AvMed agrees to a Provider turnover rate of 7% or less Maximum Annual Penalty: $50,000	AvMed agrees to a Provider turnover rate of 7% or less Maximum Annual Penalty: $50,000

Category	Proposer Response: Percentage of Fees at Risk
Total % of Annual Fees at Risk	**Total Annual dollars at risk: $1,000,000**

Appendix A

Attachment A to Attachment 1

Customer Satisfaction

Evaluation categories:

- Continuity of Account Management Team
- Responsiveness regarding claims issues
- Follow up on pending items
- Appropriate level of training provided to
  - Member Service Unit
  - On-Site representatives
  - Claims staff
- Accessibility of Contractor's Account Management/ Executive team

Measurement criteria:
Scale -

5 = Outstanding
4 = Above Satisfactory
3 = Satisfactory
2 = Needs Improvement
1 = Unsatisfactory

Maximum Achievable Score = 25

Performance Guarantee at Risk: $25,000

Score:

20 – 25 = $0 penalty
15 – 19 = $5,000 penalty
10 – 14 = $15,000 penalty
Below 10 = $25,000 penalty

AvMed
HEALTH PLANS

May 25, 2007

Mr. Andrew Zawoyski
Department of Procurement Management
111 NW 1st Street
Miami, Fl. 33128

Dear Mr. Zawoyski,

Attached please find supplemental information to our agreement under RFP 559 Self-Funded Medical Program.

AvMed looks forward to continue to work with Miami-Dade County and the Public Health Trust.

Thank you for your assistance in this process

Sincerely,

Frank T. Janizen III
Vice President Client Service

9400 South Dadeland Boulevard, Miami, FL 33156 • Phone (305) 671-5437

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Attachment 2 to Appendix A

Supplemental Information

A - Network Summary

Self Funded HMO Product – For employees residing in the AvMed service area

The participating provider network for this product will be the combined AvMed's direct contracted network and the complementary Beech WrapPlus providers within the AvMed service areas (MDC-PHT Elite Access).

Network benefits will be available only when the MDC-PHT Elite Access providers are used, or when the use of providers outside this network is for emergency services or for services authorized by AvMed. No out-of-network benefits are available.

For emergency services or for services authorized by AvMed outside the network, discounts are available from the Beech networks outside the service area.

ID Cards will be the AvMed Self-Funded HMO card with Beech WrapPlus logo, and Beech Primary network logo for services outside AvMed's service area.

Self Funded HMO Product – For employees residing outside the AvMed service area

Participating provider network is the Beech Primary network in and out of AvMed service area.

Network benefits are available only when the Beech Primary providers are used or when non network providers are used for emergency services or for services authorized by AvMed. No out-of-network benefits are available.

The AvMed contracted network would not be utilized for these members.

ID Card will reflect the Beech Primary Network logo.

Self-Funded Point of Service Product- For employees residing in the AvMed service area

The participating provider network for this product will be the combined AvMed's direct contracted network and the complementary Beech WrapPlus providers within the AvMed service areas (MDC-PHT Elite Access).

Network benefits will be available only when the MDC-PHT Elite Access providers are used, or when the use of providers outside this network is for emergency services or for services authorized by AvMed. Otherwise, use of providers outside the MDC-PHT Elite Access network will be handled as out-of-network benefits.

For emergency services or for services authorized by AvMed outside the network, discounts are available from the Beech networks outside the service area. No discounts are available from the Beech Primary Network within the AvMed service area.

ID Card will be the AvMed Self-Funded POS card with Beech WrapPlus logo and Beech Primary Logo outside of AvMed's service area (as travel network).

Self-Funded Point of Service Product- For employees residing outside the AvMed service area

Participating provider network is the Beech Primary network in and out of the AvMed service area.

Network benefits are available only when the Beech Primary providers are used or when providers outside this network are used for emergency services or for services authorized by AvMed. Otherwise, use of providers outside the Beech Primary network will be handled as out-of-network benefits.

All Beech networks will be available for out of network claims discounts. The AvMed contracted network would not be utilized for these members.

ID Card will reflect the Beech Primary Network logo.

Attachment 2 to Appendix A

Note: For providers who participate in both the AvMed and Beech networks, in-network services provided to employees residing within the service area will always be paid pursuant to the AvMed contracts.

B - Additional Supplemental Information

Fraud issues concerning County employees will be brought to the County's attention as soon as possible after initial knowledge of such occurrence.

AvMed will create a unique customized formulary to provide the County with the flexibility to deviate from AvMed's general commercial formulary, and provide tiering and other formulary management tools for the County's use.

AvMed agrees that its ASO fees contain $0.34 PEPM for Wellness Programs. The total dollars allocated to Wellness Programs for the contract year will be $0.34 times annualized enrollment for January of each contract year. The County and AvMed will work together to design Wellness Programs tailored to the County's needs up to that dollar amount.

Appendix C

MIAMI-DADE COUNTY HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of this Agreement by and between Miami-Dade County and AvMed, Inc. d/b/a AvMed Health Plan(s), and is effective as of the date of the Agreement.

RECITALS

A. Covered Entity wishes to disclose certain information ("Information") to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

d. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 164.501. *[45 CFR § 160.103; 45 CFR § 501]*

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate may use and/or disclose PHI received by Business Associate pursuant to this Agreement ("Covered Entity's PHI") solely in accordance with the specifications set forth in Exhibit A, which is incorporated herein by reference. In the event of any conflict between this Agreement and Exhibit A, this Agreement shall control. *[45 CFR § 164.504(e)(2)(i)]*

b. Nondisclosure. Business Associate shall not use or further disclose Covered Entity's PHI otherwise than as permitted or required by this Agreement or as required by law. *[45 CFR § 164.504(e)(2)(ii)(A)]*

c. Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI otherwise than as provided for by this Agreement. *[45 CFR § 164.504(e)(2)(ii)(B)]* Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

d. Reporting of Disclosures. Business Associate shall report to Covered Entity any use or disclosure of Covered Entity's PHI otherwise than as provided for by this Agreement of which Business Associate becomes aware. *[45 CFR § 164.504(e)(2)(ii)(C)]*

e. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Business Associate on behalf of) Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI. *[45 CFR § 164.504(e)(2)(D)]*

f. Availability of Information to Covered Entity and Provision of Access and Accountings. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. As requested by Covered entity, Business Associate shall produce an accounting of disclosures to an Individual in accordance with 45 CFR § 164.528. *[45 CFR § 164.504(e)(2)(E) and (G)]*

g. Amendment of PHI. Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate. Business Associate agrees to make any amendment(s) to Protected Health Information that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. *[45 CFR § 164.504(e)(2)(F)]*

h. Internal Practices. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Business Associate's compliance with HIPAA and the HIPAA Regulations. *[45 CFR § 164.504(e)(2)(H)]*

i. Notification of Breach. During the term of this Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

3. Audits, Inspection and Enforcement. From time to time upon reasonable notice, upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Addendum. Business Associate shall promptly remedy any violation of any term of this Addendum and shall certify the same to Covered Entity in writing. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement.

4. Termination.

a. Material Breach. A breach by Business Associate of any provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity pursuant to Article 24 Event of Default of the Agreement. *[45 CFR § 164.504(e)(3)]*

b. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Agreement pursuant to Section 4(a), then Covered Entity shall take reasonable steps to cure such breach or end such violation, as applicable. If Covered Entity's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services. *[45 CFR § 164.504(e)(1)(ii)]*

c. Judicial or Administrative Proceedings. The Covered Entity may terminate this Agreement, effective immediately, if (i) the Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws and is made in any administrative or civil proceeding in which the Business Associate has been joined.

d. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return and destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. *[45 CFR § 164.504(e)(2)(I)]*

5. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Amendment.

a. Amendment to Comply with Law. Business Associate acknowledges that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Business Associate specifically agrees to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. Business Associate understands and agrees that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. Covered Entity may terminate this Agreement upon 30 days' written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations.

b. Amendment of Exhibit A. Exhibit A may be modified or amended by mutual agreement of the parties at any time without amendment of this Agreement.

7. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

9. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HIPAA Regulations and applicable state laws.

The Business Associate agrees that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

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EXHIBIT A

PERMITTED USES AND DISCLOSURES

This Exhibit sets forth the permitted uses and disclosures of Information by Business Associate pursuant to Section 2 of the Addendum to the Contract No. 559 by and between Covered Entity and Business Associate, and is effective as of January 1, 2008 (the "Exhibit Effective Date"). This Exhibit may be amended from time to time as provided in Section 5(b) of the Addendum.

1. Purpose(s) of Disclosure. The purposes for which Covered Entity may disclose PHI to Business Associate and for which Business Associate may use or disclose such information, is for Business Associate to provide services to, and act on behalf of Covered Entity pursuant to the Agreement.

2. Permitted Uses and Disclosures of Information. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the privacy policies and procedures of Covered Entity, including, without limitation, the following:

- PHI may be used or disclosed in connection with treatment, payment and health care operations (as such terms are defined in 45 CFR §164.501) of Covered Entity.
- Summary health information (as such term is defined in 45 CFR §164.504(a)) may be disclosed to Miami-Dade County for purposes of modifying, amending or terminating (the "Plan") or for obtaining premium quotes for providing coverage under the Plan.
- PHI that has been de-identified, within the meaning of 45 CFR §164.514, may be used or disclosed.
- PHI may be disclosed to Miami-Dade County in connection with the plan administration functions it performs for the Plan.
- PHI may be disclosed directly to Individuals at their request.
- PHI may be used or disclosed on Covered Entity's behalf for any other purpose permitted or required by HIPAA, the HIPAA Regulations, and/or other applicable law if done by Covered Entity.

Memorandum

MIAMI-DADE COUNTY

Date: May 14, 2007

To: Miriam Singer
Director, Department of Procurement Management

From: Andrew Zawoyski, CPPO, CPPB
Chairperson
Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 599 Self-funded Medical Program

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The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals ("RFP") following the guidelines published in the solicitation as summarized below.

Background Information:

The RFP was issued on March 7, 2007 following a report sent to the Board of County Commissioners on March 6, 2007 advising the Board that we would issue this RFP. This RFP included a Small Business Enterprise (SBE) selection factor consistent with the Review Committee recommendation of February 14, 2007. A Pre-proposal Conference was held on March 21, 2007 at Miami International Airport Concourse A, 4th Floor Auditorium. Eight addenda were issued as follows:

Addendum No. 1	March 19, 2007
Addendum No. 2	March 21, 2007
Addendum No. 3	March 22, 2007
Addendum No. 4	March 26, 2007
Addendum No. 5	March 28, 2007
Addendum No. 6	March 30, 2007
Addendum No. 7	April 3, 2007
Addendum No. 8	April 4, 2007

Proposals were due on April 9, 2007 at 2pm. Seven timely proposals were submitted. One firm submitted a letter advising they would not submit a proposal. The Proposers are:

Aetna Life Insurance Company (Aetna)
Humana Insurance Company (Humana)
Blue Cross & Blue Shield of Florida, Inc. (BCBS)
CIGNA HealthCare (CIGNA)
AvMed, Inc. (AvMed)
United HealthCare (United)
Wells Fargo Third Party Administrators, Inc. (Wells Fargo)

A kickoff meeting was held on April 10, 2007. Follow-up meetings were scheduled for April 25, 2007 and May 9, 2007. Oral presentations were held on May 1, May 2 and May 3, 2007. At the April 25, 2007 meeting the Committee approved a motion that all Proposers be invited to the Oral Presentations. Scoring of proposals took place at the May 9, 2007 selection committee meeting, after completion of all oral presentations.

Summary of Scoring:

The price proposals consisted of the administrative fee the selected Proposer would charge to administer the self-funded medical program. Additionally, it included fees for Individual Stop Loss coverage and Aggregate Stop Loss coverage. All Proposers qualified their prices. The RFP states "The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein, without exception or any qualification; there is no exception allowed to this requirement. Proposers who do not submit pricing in accordance with Form B-1 will not receive evaluation points for the Price portion". In consultation with the County Attorney's Office, it was determined that all Proposers did qualify their price proposals. While additional pricing was requested of the Proposers, the County Attorney ruled we could not consider the updated pricing for evaluation purposes. The County Attorney advised that the RFP was clear that in the instance prices are qualified in any manner, the Proposer would obtain a zero for pricing. Additionally, Proposers submitted pricing on various scenarios, which would have made an apples-to-apples comparison impossible.

The final scores (from highest ranked to lowest) are as follows:

Proposer		***Technical Score*** *(max. 12,600)*	***Price Score*** *(max. 1,400)*	***Total Combined Score*** *(max. 14,000)*
1.	AvMed	10,130	0	10,130
2.	United	9,692	0	9,692
3.	CIGNA	9,070	0	9,070
4.	Humana	8,612	0	8,612
5.	Aetna	8,376	0	8,376
6.	BCBS	8,031	0	8,031
7.	Wells Fargo	6,925	0	6,925

Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome.

Other information:

(a) Evaluation Committee Members changes were made as follows; Ms. Cynthia Curry was replaced by Mr. Howard Piper, Ms. Trummell Valdera was replaced by Mr. Peter Kong (memo dated April 24, 2007), and Mr. Richard Clarke was removed from the Committee (memo dated May 8, 2007).

(b) Because this is a self-funded program (meaning the County pays all claims and the Contractor just administers the program) the RFP requested pricing for Individual Stop Loss and Aggregate Stop Loss coverage. Under the Individual Stop Loss coverage, if a participant's medical bills exceed $250,000 the stop loss coverage (insurance) would pay the remaining cost. Under the Aggregate Stop Loss coverage, if the cost of all claims exceeded 120% of the anticipated claims costs, the Aggregate Stop Loss coverage (insurance) would cover the next $2 to $10 million depending on the coverage obtained (Proposers proposed different amounts). Currently, the anticipated claims for the year are approximately $300 million; meaning if the actual claims exceed $360 million (120% of $300 million), the stop loss "insurance" would cover the next $2 to $10 million (depending on the coverage). After having carefully reviewed the figures, the Evaluation/Selection Committee recommends that the decision as to whether or not to purchase either or both coverages (Individual and/or Aggregate Stop Loss) should be based on the cost of obtaining stop loss coverage versus overall risk and financial benefit to the County. The Negotiation Committee will consider this factor and present the results as part of the award recommendation.

Negotiations: The Evaluation/Selection Committee recommends by a vote of six (6) "For" and one (1) "Abstaining" (Mr. Leon Fuller), that the County enter into negotiations with the Proposer with the highest score, AvMed.

The Committee recommended the following individuals for the Negotiation Committee:

Andrew Zawoyski, Chief Negotiator, DPM - Chairperson
Marsha Pascual, Director, Risk Management Division GSA

Technical assistance will be provided to the Negotiations Committee by Deloitte Consulting and Ms. Hazel Grace-Dansoh, Benefits Manager.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Cc: Roger Carlton, Assistant County Manager, County Manager's Office
Miriam Singer, Director, Department of Procurement Management MS 5/17/07

Selection Committee:
Alina Tejeda Hudak, Assistant County Manager, County Manager's Office
Howard Piper, Assistant County Manager, County Manager's Office
Wendi Norris, Director, General Services Department
Jennifer Glazer-Moon, Director Office of Strategic Business Management
John Renfrow, Director, Water and Sewer Department
Peter Kong, Assistant Director of Compensation and Benefits, Public Health Trust
Leon Fuller, Clerk Records Specialist 1, Clerk of Courts (AFSCME Local 9)

Marsha Pascual, Director, GSA Risk Management
Hazel Grace-Dansoh, Benefits Manager

RFP No. 559
Self-funded Medicl Plan
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (7 members)	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	1050	941	897	895	920	820	915	580
Network and Disruption	500	3500	1665	2280	2250	2335	3195	2925	2284
Plan Design	100	700	540	590	235	615	665	600	496
Member Services and Account Management	300	2100	1435	1340	1500	1370	1635	1527	1000
Quality and Wellness	200	1400	1095	900	990	1095	1150	1040	895
Financial Response and Provider Reimbursement	300	2100	1465	1365	796	1360	1325	1250	665
Prescription Drug Benefits	150	1050	695	785	750	795	850	880	595
Stop Loss Coverage	100	700	540	455	615	580	490	555	410
Total Technical Points *(Total of above rows)*	1800	12600	8376	8612	8031	9070	10130	9692	6925
Total Price Points	200	1400	0	0	0	0	0	0	0
TOTAL POINTS *(Technical + Price)*	2000	14000	8376	8612	8031	9070	10130	9692	6925
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*									

Signature:

Chairperson

Reviewed By

Ranking			5	4	6	3	1	2	7
Local Preference									
Is any firm within 5% of the highest ranked? Y / N							Yes		
Is highest ranked local? Y / N									
Is firm within 5% local? Y / N									

5/14/2007

9966

RFP No. 559
Self-funded Medical Plan
Evaluation of Proposals

Howard Piper

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	150	150	150	150	150	150	150
Network and Disruption	500	335	465	440	345	475	465	419
Plan Design	100	90	100	30	100	100	100	100
Member Services and Account Management	300	270	275	280	270	270	267	255
Quality and Wellness	200	200	185	190	200	195	180	165
Financial Response and Provider Reimbursement	300	275	280	135	255	255	275	150
Prescription Drug Benefits	150	130	145	135	140	140	145	125
Stop Loss Coverage	100	85	80	95	90	80	75	90
Total Technical Points *(Total of above rows)*	1800	**1535**	**1680**	**1455**	**1550**	**1665**	**1657**	**1454**
Total Price Points	200							
TOTAL POINTS *(Technical + Price)*	2000	**1535.00**	**1680.00**	**1455.00**	**1550.00**	**1665.00**	**1657.00**	**1454.00**

SIGNATURE 5/9/2007.

5/9/2007

RFP No. 559
Self-funded Medical Plan
Evaluation of Proposals

Alina T. Hudak

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	150	100	150	150	100	150	50
Network and Disruption	500	50	350	300	300	500	450	300
Plan Design	100	100	90	0	100	100	100	100
Member Services and Account Management	300	250	100	300	200	300	300	50
Quality and Wellness	200	150	100	150	200	200	200	150
Financial Response and Provider Reimbursement	300	250	150	50	100	100	150	0
Prescription Drug Benefits	150	120	140	130	150	150	150	150
Stop Loss Coverage	100	100	20	100	100	50	100	20
Total Technical Points *(Total of above rows)*	1800	**1170**	**1050**	**1180**	**1300**	**1500**	**1600**	**820**
Total Price Points	200							
TOTAL POINTS *(Technical + Price)*	2000	**1170.00**	**1050.00**	**1180.00**	**1300.00**	**1500.00**	**1600.00**	**820.00**

Alina T. Hudak
SIGNATURE
5/9/07

5/9/2007

RFP No. 559
Self-funded Medical Plan
Evaluation of Proposals

Jennifer Glazer-Moon

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	90	100	100	90	100	100	60
Network and Disruption	500	300	425	400	350	450	400	350
Plan Design	100	90	100	40	60	100	100	50
Member Services and Account Management	300	150	150	250	150	200	150	150
Quality and Wellness	200	150	150	150	150	150	150	150
Financial Response and Provider Reimbursement	300	200	200	150	250	200	100	100
Prescription Drug Benefits	150	90	120	90	120	120	120	60
Stop Loss Coverage	100	60	60	80	80	40	60	25
Total Technical Points *(Total of above rows)*	1800	**1130**	**1305**	**1260**	**1250**	**1360**	**1180**	**945**
Total Price Points	200							
TOTAL POINTS *(Technical + Price)*	2000	**1130.00**	**1305.00**	**1260.00**	**1250.00**	**1360.00**	**1180.00**	**945.00**

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5/9/07

5/9/2007

RFP No. 559
Self-funded Medical Plan
Evaluation of Proposals

Wendi Norris

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	121	132	135	130	140	145	95
Network and Disruption	500	250	350	310	305	475	450	315
Plan Design	100	75	60	0	100	100	60	41
Member Services and Account Management	300	180	250	270	280	285	250	115
Quality and Wellness	200	175	155	160	130	175	160	80
Financial Response and Provider Reimbursement	300	150	155	121	240	200	220	65
Prescription Drug Benefits	150	65	70	60	80	105	115	30
Stop Loss Coverage	100	60	50	85	85	40	60	45
Total Technical Points *(Total of above rows)*	1800	**1076**	**1222**	**1141**	**1350**	**1520**	**1460**	**786**
Total Price Points	200							
TOTAL POINTS *(Technical + Price)*	2000	**1076.00**	**1222.00**	**1141.00**	**1350.00**	**1520.00**	**1460.00**	**786.00**

SIGNATURE 5/9/07

5/9/2007

RFP No. 559
Self-funded Medical Plan
Evaluation of Proposals

Leon Fuller

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	150	150	150	150	100	100	50
Network and Disruption	500	100	100	250	350	400	350	150
Plan Design	100	50	50	35	75	75	50	50
Member Services and Account Management	300	100	100	100	100	100	100	100
Quality and Wellness	200	100	100	100	100	100	100	100
Financial Response and Provider Reimbursement	300	100	100	100	150	100	100	100
Prescription Drug Benefits	150	75	75	75	75	75	75	75
Stop Loss Coverage	100	100	100	100	100	100	100	100
Total Technical Points *(Total of above rows)*	1800	**775**	**775**	**910**	**1100**	**1050**	**975**	**725**
Total Price Points	200							
TOTAL POINTS *(Technical + Price)*	2000	**775.00**	**775.00**	**910.00**	**1100.00**	**1050.00**	**975.00**	**725.00**

05-09-07

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5/9/2007

RFP No. 559
Self-funded Medical Plan
Evaluation of Proposals

Peter Kong

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	130	115	60	100	80	120	75
Network and Disruption	500	200	150	250	250	400	350	300
Plan Design	100	75	90	50	90	90	90	65
Member Services and Account Management	300	240	210	150	180	270	180	180
Quality and Wellness	200	160	120	80	160	160	80	120
Financial Response and Provider Reimbursement	300	240	240	150	180	250	175	150
Prescription Drug Benefits	150	130	90	110	90	110	130	90
Stop Loss Coverage	100	75	80	80	75	90	85	80
Total Technical Points *(Total of above rows)*	1800	**1250**	**1095**	**930**	**1125**	**1450**	**1210**	**1060**
Total Price Points	200							
TOTAL POINTS *(Technical + Price)*	2000	**1250.00**	**1095.00**	**930.00**	**1125.00**	**1450.00**	**1210.00**	**1060.00**

Peter Kay 5/9/07
SIGNATURE

5/9/2007

RFP No. 559
Self-funded Medical Plan
Evaluation of Proposals

John W. Renfrow

SELECTION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Co. Humana Medical Plan, Inc. Humana Health Plan, Inc.	Blue Cross & Blue Shield of Florida Inc.	CIGNA HealthCare	AvMed, Inc. d/b/a AvMed Health Plans	United Healthcare	Wells Fargo Third Party Administrators, Inc.
Experience and Qualifications	150	150	150	150	150	150	150	100
Network and Disruption	500	430	440	300	435	495	460	450
Plan Design	100	60	100	80	90	100	100	90
Member Services and Account Management	300	245	255	150	190	210	280	150
Quality and Wellness	200	160	90	160	155	170	170	130
Financial Response and Provider Reimbursement	300	250	240	90	185	220	230	100
Prescription Drug Benefits	150	85	145	150	140	150	145	65
Stop Loss Coverage	100	60	65	75	50	90	75	50
Total Technical Points *(Total of above rows)*	1800	**1440**	**1485**	**1155**	**1395**	**1585**	**1610**	**1135**
Total Price Points	200							
TOTAL POINTS *(Technical + Price)*	2000	**1440.00**	**1485.00**	**1155.00**	**1395.00**	**1585.00**	**1610.00**	**1135.00**

John W Renfrow 5-9-07
SIGNATURE

5/9/2007

Memorandum

MIAMI-DADE COUNTY

Date: March 21, 2007

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Selection Committee for the General Services Administration Department Request for Proposals for Self-funded Medical Program - RFP No. 559

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the General Services Administration Department Request for Proposals for Self-Funded Medical Program - RFP No. 559:

Selection Committee
Andrew Zawoyski, DPM (Non-Voting Chairperson)
Cynthia W. Curry, CMO
Alina T. Hudak, CMO
Wendi Norris, GSA
Jennifer Glazer-Moon, OSBM
John W. Renfrow, MDWASD
Trummell Valdera, PHT
Richard Clarke, DBD
Leon Fuller, COC
Howard Piper, CMO (Alternate)

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the DPM and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Wendi Norris, Director, GSA
Marsha E. Jackman, Director, DBD
Harvey Ruvin, Clerk of the Courts

Selection Committee
Andrew Zawoyski, DPM (Non-Voting Chairperson)
Cynthia W. Curry, CMO
Alina T. Hudak, CMO
Wendi Norris, GSA
Jennifer Glazer-Moon, OSBM
John W. Renfrow, MDWASD
Trummell Valdera, PHT
Richard Clarke, DBD
Leon Fuller, COC
Howard Piper, CMO (Alternate)

SELECTION COMMITTEE
GENERAL SERVICES ADMINISTRATION
REQUEST FOR PROPOSALS
SELF-FUNDED MEDICAL PROGRAM

RFP NO. 559

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Andrew Zawoyski Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5663
Cynthia W. Curry Senior Advisor to the County Manager	CMO	2006	Black Female	Master of Arts in Politics and Public Affairs Bachelor of Arts in Politics and Public Affairs	N/A	(305) 375-5311
Alina T. Hudak Assistant County Manager	CMO	1984	Hispanic Female	Master of Public Administration	N/A	(305) 375-2531
Wendi Norris Director	GSA	1991	White Female	Bachelor of English	N/A	(305) 375-2495
Jennifer Glazer-Moon Director	OSBM	1994	White Female	Master of Business Administration	N/A	(305) 375-5143
John W. Renfrow Director	MDWASD	1985	Hispanic Male	Bachelor of Science in Civil Engineering	P.E.	(786) 552-8086
Trummell Valdera Senior Vice President and Chief Human Resources Officer	PHT	2004	Hispanic Female	Bachelor of Business Administration Psychology	Senior Professional in Human Resources	(305) 585-7123
Richard Clarke Deputy Director	DBD	1992	Black Male	Master of Science in Management Bachelor of Arts in Political Science	N/A	(305) 375-3132
Leon Fuller Clerk Records Specialist 1	COC	1991	Black Male	Associate of Arts	N/A	(786) 295-1091
Howard Piper Special Assistant to the County Manager (Alternate)	CMO	1998	Black Male	Master of Business Administration and Science in Energy Management and Public Policy Bachelor of Science in Mechanical Engineering	N/A	(305) 375-1471

Memorandum

MIAMI-DADE COUNTY

Date: April 24, 2007

To: Andrew Zawoyski, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager

Subject: Selection Committee for the General Services Administration Department Request for Proposals for Self-funded Medical Program - RFP No. 559 **(Substitution #1)**

Please be advised that Howard Piper of my office is being re-assigned from alternate to voting member and will replace Cynthia Curry, also of my office. I am also substituting Peter Kong of the Public Health Trust in place of Trummell Valdera also of the Public Health Trust (see attachment). Should you have any questions, please refer them to Sharon Ryland of the Department of Business Development.

Selection Committee
Andrew Zawoyski, DPM (Non-Voting Chairperson)
Alina T. Hudak, CMO
Howard Piper, CMO
Wendi Norris, GSA
Jennifer Glazer-Moon, OSBM
John W. Renfrow, MDWASD
Peter Kong, PHT
Richard Clarke, DBD
Leon Fuller, COC

Attachment

c: Miriam Singer, Director, DPM
Wendi Norris, Director, GSA
Marsha E. Jackman, Director, DBD
Harvey Ruvin, Clerk of the Courts

SELECTION COMMITTEE
GENERAL SERVICES ADMINISTRATION
REQUEST FOR PROPOSALS
SELF-FUNDED MEDICAL PROGRAM

RFP NO. 559
(SUBSTITUTION #1)

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Andrew Zawoyski Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5663
Alina T. Hudak Assistant County Manager	CMO	1984	Hispanic Female	Master of Public Administration	N/A	(305) 375-2531
Howard Piper Special Assistant to the County Manager	CMO	1998	Black Male	Doctoral Degree in Business Administration Bachelor of Science in Mechanical Engineering	N/A	(305) 375-1471
Wendi Norris Director	GSA	1991	White Female	Bachelor of English	N/A	(305) 375-2495
Jennifer Glazer-Moon Director	OSBM	1994	White Female	Master of Business Administration	N/A	(305) 375-5143
John W. Renfrow Director	MDWASD	1985	Hispanic Male	Bachelor of Science in Civil Engineering	P.E.	(786) 552-8086
Peter Kong Assistant Director of Compensation and Benefits	PHT	1983	Asian Male	Bachelor of Business Administration	Society of Human Resources Management	(786) 466-8355
Richard Clarke Deputy Director	DBD	1992	Black Male	Master of Science in Management Bachelor of Arts in Political Science	N/A	(305) 375-3132
Leon Fuller Clerk Records Specialist 1	COC	1991	Black Male	Associate of Arts	N/A	(786) 295-1091

Memorandum

MIAMI-DADE COUNTY

Date: May 8, 2007

To: Andrew Zawoyski, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager

Subject: Selection Committee for the General Services Administration Department Request for Proposals for Self-funded Medical Program - RFP No. 559 **(Revised)**

Please be advised that I am removing Richard Clarke of the Office of Small Business Affairs/DPM from the above-referenced selection committee. Should you have any questions, please refer them to Sharon Ryland of the Office of Small Business Affairs.

Selection Committee
Andrew Zawoyski, DPM (Non-Voting Chairperson)
Alina T. Hudak, CMO
Howard Piper, CMO
Wendi Norris, GSA
Jennifer Glazer-Moon, OSBM
John W. Renfrow, MDWASD
Peter Kong, PHT
Leon Fuller, COC

Attachment

c: Miriam Singer, Director, DPM
Wendi Norris, Director, GSA
Harvey Ruvin, Clerk of the Courts

SELECTION COMMITTEE
GENERAL SERVICES ADMINISTRATION
REQUEST FOR PROPOSALS
SELF-FUNDED MEDICAL PROGRAM

RFP NO. 559
(REVISED)

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Andrew Zawoyski Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5663
Alina T. Hudak Assistant County Manager	CMO	1984	Hispanic Female	Master of Public Administration	N/A	(305) 375-2531
Howard Piper Special Assistant to the County Manager	CMO	1998	Black Male	Doctoral Degree in Business Administration Bachelor of Science in Mechanical Engineering	N/A	(305) 375-1471
Wendi Norris Director	GSA	1991	White Female	Bachelor of English	N/A	(305) 375-2495
Jennifer Glazer-Moon Director	OSBM	1994	White Female	Master of Business Administration	N/A	(305) 375-5143
John W. Renfrow Director	MDWASD	1985	Hispanic Male	Bachelor of Science in Civil Engineering	P.E.	(786) 552-8086
Peter Kong Assistant Director of Compensation and Benefits	PHT	1983	Asian Male	Bachelor of Business Administration	Society of Human Resources Management	(786) 466-8355
Leon Fuller Clerk Records Specialist 1	COC	1991	Black Male	Associate of Arts	N/A	(786) 295-1091

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

Substitute to
Agenda Item No. 12(B)8

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Report Regarding Issuance of a Request for Proposals for a Self-funded Medical Program

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This substitute has been prepared to clarify the intent to continue offering the JMH Health Plan HMO to both Public Health Trust employees, as well as County employees.

The purpose of this report is to notify the Board of County Commissioners of my intent to authorize the issuance of a Request for Proposals (RFP) to select a healthcare plan to provide a self-funded program to be offered to Miami-Dade County and Public Health Trust (PHT) employees and retirees effective January 1, 2008. The program will include three plan choices: a Point of Service (POS), a High Option Health Maintenance Organization (HMO) and a Low Option Health Maintenance Organization (HMO). The County will continue to offer the JMH Health Plan HMO to its employees and employees of the Public Health Trust. Currently; approximately 800 County and 3200 PHT employees are enrolled in this plan. In addition, in order to address the approximately 2600 County employees who are not eligible to participate in a County plan due to their status, or the number of hours they work, we plan to issue a second RFP to seek proposals for an alternative plan which could be offered to these employees. There will be no cost to the County for these plan(s).

The cost of healthcare continues to increase and may be unaffordable for some employees who wish to cover their dependents, and for some County retirees. Representatives of the County's Collective Bargaining Units have made it clear that reducing dependent premiums is a priority. Staff has carefully reviewed current healthcare coverage and cost, and has developed a strategy designed to reduce the cost of dependent healthcare, while preserving the current level of benefits we offer our employees. Employee input was a critical element of this review.

In March 2006, a healthcare survey (copy attached) was mailed to 26,818 County employees actively participating in the County's health insurance plans. A total of 5,919 surveys, or 22.1% were returned. Employees were asked for opinions regarding current programs, to indicate the most important criteria considered in making a health plan selection, and to evaluate options leading to reduced premium costs. Following the employee survey, we conducted 10 focus groups throughout the County, with a cross representation of departments, unions, and health plan participation. The focus groups generated discussion and reinforced the survey findings. The effort culminated in a June 2006 Employee Healthcare Forum, during which the survey and focus group results were presented. Employees who attended the Forum were provided an additional opportunity to voice their opinions about healthcare products and services.

Employee feedback produced several key findings:

- The primary consideration for selecting their healthcare program is whether or not their physician is part of the network. (See Question 1a in attached survey response report.)
- The majority of employees were satisfied with the overall value of their plan. (See Question 8a.)

- More than half of the employees supported reducing the total number of medical plans that are offered in order to control premiums. (See Question 6a.)

Though most of the responses we received were not surprising, one statistic was particularly troubling: 19% of our employees who responded to the survey and have children indicated that they do not have any health insurance coverage for their children.

Plan Consolidation

Pooling employees together in one plan, with multiple options, is advantageous in that it combines high and low risk users. The current offering of five vendors (one POS and four HMOs) provides little or no advantage to County employees and their dependents. Over the past few years, there has been a trend towards significant consolidation in the health insurance market, as well as the standardization of various health plan offerings. In the past, offering a wide choice of vendors created a competitive environment and offered employees options in terms of plan design and provider networks. Today there is extensive overlap in provider networks, nearly identical plan designs and narrow cost differentials. Consequently, while our employees may choose from four HMOs, the similarities in plan design, networks, and premiums actually result in limited actual "choice."

Because employees indicated a high level of satisfaction with the value provided by our current plans, staff will be seeking proposals which mirror (or exceed) our current plan design. Deductibles, co-insurance levels, and co-payments will not be altered. In addition to offering a Point of Service Plan and a "high" HMO which mirrors our current HMO program, employees, at their sole discretion, may opt for a "low" HMO. This "low" option would cost employees less bi-weekly, in exchange for higher co-payments for services. This option may be of interest to an employee whose children and/or family visit the doctor a relatively few times each year.

Additionally, in order to protect an employee's ability to continue using their current healthcare provider(s), the RFP includes a disruption analysis to match our employees' current provider utilization against the proposers' networks. We will be able to identify which of the plans will provide our employees with the best match in terms of maintaining provider relationships. One of the most important features for County employees is to have available providers that they currently use. The County will use the data from the disruption analysis to maximize the number of network plan providers that match the current providers utilized.

We also recognize that access to prescription drugs is important to our employees and retirees. The RFP also includes a thorough analysis to match the drug formulary of each proposer against the prescriptions currently utilized by our plan participants. We will be able to identify any frequently utilized drugs to determine if the proposed drug formulary presents a cost, or access, issue to our employees.

Self-Funding

Modifying the existing HMO funding structure from fully insured to self-funded will achieve significant savings in the non-claims component of premiums, which includes excess administrative and risk charges, as well as profit margins. An analysis of the non-claims cost associated with our current fully insured plans for 2005 reflects expenses ranging from 15.3% to 25.8% of premiums, while our self-funded Point of Service Plan had only a 4.1% non-claims expense. Typically, non-claims expenses range from 4% to 7% in a self-funded environment. Using a conservative 7% projection, the savings

resulting from the reduction in non-claims expenses based on 2007 rates would have been approximately $22 million.

Miami-Dade County has self-funded a Point of Service Program since 1995. Prior to that, the Preferred Provider Organization (PPO) with MetLife was self-funded. The risk in self-funding any program is in the ability to reasonably estimate how much the plan will cost, and adequately fund to cover those costs. Each of our current plans has sufficient data on our claims history to accurately project and fund anticipated costs. Additionally, the RFP includes a provision for stop loss coverage which will protect the County from unanticipated increases in plan costs. The move from a fully insured to self-funded program will be managed with a focus on a smooth and transparent transition for our employees. County staff will continue to receive healthcare coverage from a health plan provider, using the same processes they currently utilize, and with no increase in their out of pocket costs.

Rate Re-Tiering

Because the County pays the entire cost of employee-only coverage, our current HMO plans have set the single rate higher than it should be, thereby keeping dependent rates artificially low. By setting the self-funded rates at the appropriate ratio level, the County's cost for employee coverage will be lower. Had this been done for the 2007 plan year, the projected savings would have been approximately $23 million. At the same time, we will revise our current tiers from: employee only, employee + one, and family (three tiers) to employee only, employee + spouse, employee +child(ren), and family (four tiers). Because children are typically less expensive to cover, this action will significantly reduce premiums for our employees who wish to cover a child or children only.

Our primary goal is to reduce dependent premiums to an affordable level without impacting the current level of benefits. As such, I am recommending that the approximately $45 million in projected savings be applied toward reducing dependent premiums. There are a number of alternatives available in terms of how savings will be distributed. Exhibits I and II are illustrative of the impact these savings would have made on the current (2007) premium. Exhibit I illustrates what the premiums would have been by applying all of the anticipated savings to active employees. In Exhibit II, savings are used to reduce both active employee and retiree premiums.

The proposed approach, which changes our funding platform from fully insured to self-insured, and consolidates the number of plans offered, presents the County with a very viable alternative with a favorable impact on premiums. This recommendation benefits the 12,837 County and Public Health Trust employees who currently carry dependent coverage, the many employees with dependents who currently do not have any medical coverage for their children, and approximately 2000 County and Public Health Trust retirees. A selection committee of senior management staff will review and rank the responses to the RFP. A recommendation to the Board is anticipated in July, 2007, with a January 1, 2008 implementation date.

Assistant County Manager

MIAMI-DADE COUNTY

Delivering Excellence Every Day

2006 Employee Survey on Health Care

Purpose

The purpose of this survey is to learn about employees' health care preferences. Your collective responses will provide valuable information for Miami-Dade County's long-term planning process. In particular, this survey will be instrumental in helping the County understand how to provide health benefits to employees in the future. Please take a few minutes to respond.

Note: Instead of completing this paper survey, employees may provide their responses online through Miami-Dade County's Employee Web Portal.

- If you have access at work, locate "Site Highlights" on the right side of the page, click on Healthcare Benefits and then select the Employee Survey button in the Main Menu on the left.
- If you wish to access the survey from outside the office, type the following link into your browser: http://www.miamidade.gov/Benefits, click on Healthcare in the Main Menu on the left, then select the Employee Survey button.

The online instructions are easy to follow. There is no need to return this paper survey if you respond online.

Confidentiality

All completed surveys and any individual responses will be kept strictly confidential.

Instructions

Please complete this survey and return it before March 18, 2006. Your completed survey should be sent to Deloitte Consulting LLP in the enclosed postage-paid return envelope. Please read each statement or question carefully, then fill in your response. There are no right or wrong answers.

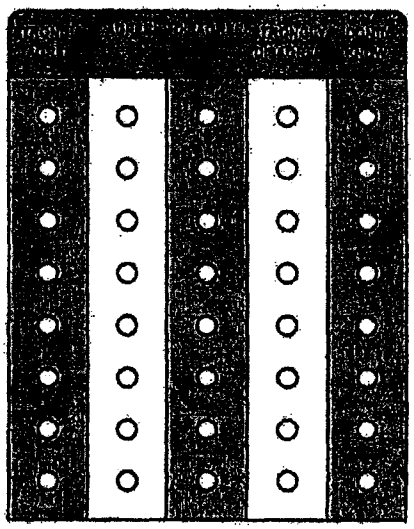
MARKING INSTRUCTIONS

- Use a No. 2 pencil or a blue or black ink pen only.
- Do not use pens with ink that soaks through the paper.
- Make solid marks that fill the response completely.
- Make no stray marks on this form.

CORRECT: ●

INCORRECT: ✓ ⊗ ◒ ⊖

1. The primary reasons I selected my 2006 County-sponsored medical plan include:



a. Choice of physicians/primary care physicians

b. Convenient location of physicians/primary care physicians

c. Choice of specialists

d. Convenient location of specialists

e. Choice of hospitals

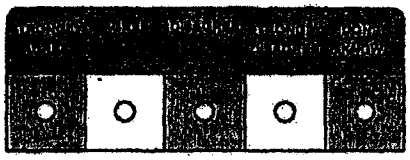
f. Convenient location of hospitals

g. Level of cost for coverage (payroll deduction)

h. Level of out-of-pocket costs (e.g., deductibles, co-insurance and co-payments)

2. Under what medical plan does your child or children have coverage?

- O I do not have child(ren)
- O Child(ren) covered only under my medical plan at the County
- O Child(ren) covered only under other parent's medical plan
- O Child(ren) covered under both my plan with the County and other parent's medical plan
- O Child(ren) are not covered by any medical plan



3. If the County offered a cash incentive to decline medical plan coverage, provided I could obtain coverage elsewhere, I would elect the cash incentive.

4. Over the past 12 months, out-of-pocket costs under the medical plan (excluding any payroll deduction costs) for myself and my dependents, if any, are estimated to be:

- O Less than $100
- O $100 – $249
- O $250 – $499
- O $500 – $1,999
- O $2,000 or more
- O Don't Know

5. Over the past 12 months, how many times in total have you and your dependents visited a doctor or hospital?

- O None
- O 1 to 2
- O 3 to 4
- O 5 to 10
- O More than 10

6. The following changes should be considered by Miami-Dade County to maintain overall quality of care and to better control future cost increases:

a. Reduce the total number of medical plans that are offered to lower administrative expenses and better control premium

b. Moderate increase in co-payments for medical services to reduce payroll deduction increases

c. Require substitution with less expensive generic prescription drugs

d. Moderate increase in co-payments for prescription drugs to reduce payroll deduction increases

e. Introduce deductibles and co-insurance for certain in-network medical services

f. Introduce small payroll deduction for employee only coverage for all medical plans to keep benefit levels at or near current level

g. Introduce small payroll deduction for those enrolled for employee only coverage for all medical plans to reduce payroll deduction for those enrolled for dependent coverage

7. If it's absolutely necessary for Miami-Dade County to make changes in the group medical program in response to rising medical costs, which ONE of the following options do you prefer? (Check only one)

○ Increase deductibles, co-insurance, and co-payments (to keep bi-weekly payroll deductions at or near current level)

○ Pay higher bi-weekly payroll deductions to maintain current level of benefits

○ Pay significantly higher bi-weekly payroll deductions to improve current level of benefits

○ Reduce the total number of Medical Plans offered (i.e., AvMed, Cigna, Humana, JMH Health Plan and Vista) to lower administrative expenses and better control premium

○ Other (please describe) _____

8. Please rate each of the following statements as to your level of agreement AND the level of importance to you.

Level of Agreement AND Level of Importance

a. I am satisfied with the overall value provided by my medical plan.

b. I have a responsibility to maintain a healthy lifestyle.

c. I use the preventive services covered by my medical plan (such as physical exams, cholesterol and blood pressure screenings, mammograms, weight-loss programs, etc.).

d. The services available from my medical plan are easy to use.

e. My medical plan protects me in the event of an expensive illness.

9. In the last 12 months, from which of the following sources have you actually received information or advice on how you can stay healthy and take better care of yourself?
(select all that apply):

- O physician/primary care physician
- O local pharmacist
- O medical plan's web site
- O medical plan's written material
- O medical plan's customer service line or onsite representative
- O Miami-Dade County's benefits web site
- O Miami-Dade County's benefits written material
- O Miami-Dade County's benefits staff
- O Outside sources (e.g., friends, relatives, TV, radio, books, magazines, etc.)

10. In the future, which ONE of these sources would you most prefer to use for information or advice on how you can stay healthy and take better care of yourself?
(Check only one):

- O physician/primary care physician
- O local pharmacist
- O medical plan's web site
- O medical plan's written material
- O medical plan's customer service line or onsite representative
- O Miami-Dade County's benefits web site
- O Miami-Dade County's benefits written material
- O Miami-Dade County's benefits staff
- O Outside sources (e.g., friends, relatives, TV, radio, books, magazines, etc.)

Miami-Dade County

Exhibit 1
Illustrative 2007 4-Tier Rates Resulting from Application of Self-Insurance Savings to active employee premiums only

Current

AvMed HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$163.23
Ee+Child	$163.23
Ee+Children	$221.41
Family	$221.41

Humana HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$182.21
Ee+Child	$182.21
Ee+Children	$246.38
Family	$246.38

JMH HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$162.29
Ee+Child	$162.29
Ee+Children	$220.20
Family	$220.20

Vista HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$147.63
Ee+Child	$147.63
Ee+Children	$199.61
Family	$199.61

CIGNA POS	2007 Bi-Weekly Net EE Contribution
Single	$10.49
Ee+Spouse	$318.10
Ee+Child	$318.10
Ee+Children	$437.85
Family	$437.85

Proposed

AvMed HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$106.61	($56.62)	-34.7%
Ee+Child	$74.63	($88.61)	-54.3%
Ee+Children	$74.63	($146.78)	-66.3%
Family	$181.43	($39.98)	-18.1%

Humana HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$123.07	($59.14)	-32.5%
Ee+Child	$86.15	($96.06)	-52.7%
Ee+Children	$86.15	($160.23)	-65.0%
Family	$197.83	($48.55)	-19.7%

JMH HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$113.54	($48.75)	-30.0%
Ee+Child	$79.48	($82.81)	-51.0%
Ee+Children	$79.48	($140.72)	-63.9%
Family	$188.79	($31.41)	-14.3%

Vista HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$92.44	($55.19)	-37.4%
Ee+Child	$64.71	($82.93)	-56.2%
Ee+Children	$64.71	($134.90)	-67.6%
Family	$160.25	($39.36)	-19.7%

CIGNA POS	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$10.38	($0.11)	-1.0%
Ee+Spouse	$208.41	($109.69)	-34.5%
Ee+Child	$147.71	($170.39)	-53.6%
Ee+Children	$147.71	($290.14)	-66.3%
Family	$289.02	($148.83)	-34.0%

Miami-Dade County

Exhibit 2
Retirees
Illustrative 2007 4-Tier Rates Resulting from Application of Self-Insurance Savings to both active employees and retirees

Current		Proposed			
CIGNA POS Pre-65 Retirees		**CIGNA POS Pre-65 Retirees**			
	2007 Monthly Retiree Contribution		Proposed Retiree Contribution	$ Change to Contribution	% Change to Contribution
Single	$757.44	Single	$620.21	($137.23)	-18.1%
Ee+Spouse	$1,423.93	Ee+Spouse	$1,240.41	($183.52)	-12.9%
Ee+Child	$1,423.93	Ee+Child	$1,054.35	($369.58)	-26.0%
Ee+Children	$2,188.93	Ee+Children	$1,054.35	($1,134.58)	-51.8%
Family	$2,188.93	Family	$1,378.70	($810.23)	-37.0%
CIGNA POS Post-65 Retirees Low		**CIGNA POS Post-65 Retirees Low Plan**			
	2007 Monthly Retiree Contribution		Proposed Retiree Contribution	$ Change to Contribution	% Change to Contribution
Single	$517.72	Single	$428.36	($89.36)	-17.3%
Ee+Spouse	$1,035.44	Ee+Spouse	$856.73	($178.71)	-17.3%
Ee+Child	$1,035.44	Ee+Child	$728.22	($307.22)	-29.7%
Ee+Children	$1,035.44	Ee+Children	$728.22	($307.22)	-29.7%
Family	$1,035.44	Family	$929.34	($106.10)	-10.2%
CIGNA POS Post-65 Retirees High		**CIGNA POS Post-65 Retirees High Plan**			
	2007 Monthly Retiree Contribution		Proposed Retiree Contribution	$ Change to Contribution	% Change to Contribution
Single	$579.73	Single	$473.76	($105.97)	-18.3%
Ee+Spouse	$1,159.45	Ee+Spouse	$947.53	($211.92)	-18.3%
Ee+Child	$1,159.45	Ee+Child	$805.40	($354.05)	-30.5%
Ee+Children	$1,159.45	Ee+Children	$805.40	($354.05)	-30.5%
Family	$1,159.45	Family	$1,027.84	($131.61)	-11.4%
CIGNA POS Post-65 Retirees High		**CIGNA POS Post-65 Retirees High No Rx**			
	2007 Monthly Retiree Contribution		Proposed Retiree Contribution	$ Change to Contribution	% Change to Contribution
Single	$251.99	Single	$206.92	($45.07)	-17.9%
Ee+Spouse	$503.98	Ee+Spouse	$413.84	($90.14)	-17.9%
Ee+Child	$503.98	Ee+Child	$351.76	($152.22)	-30.2%
Ee+Children	$503.98	Ee+Children	$351.76	($152.22)	-30.2%
Family	$503.98	Family	$448.91	($55.07)	-10.9%

Miami-Dade County

Exhibit 2
Active Employees
Illustrative 2007 4-Tier Rates Resulting from Application of Self-Insurance Savings to both active employees and retirees

Current

AvMed HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$163.23
Ee+Child	$163.23
Ee+Children	$221.41
Family	$221.41

Humana HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$182.21
Ee+Child	$182.21
Ee+Children	$246.38
Family	$246.38

JMH HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$162.29
Ee+Child	$162.29
Ee+Children	$220.20
Family	$220.20

Vista HMO	2007 Bi-Weekly Net EE Contribution
Single	$0.00
Ee+Spouse	$147.63
Ee+Child	$147.63
Ee+Children	$199.61
Family	$199.61

CIGNA POS	2007 Bi-Weekly Net EE Contribution
Single	$10.49
Ee+Spouse	$318.10
Ee+Child	$318.10
Ee+Children	$437.85
Family	$437.85

Proposed

AvMed HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$117.56	($45.67)	-28.0%
Ee+Child	$82.29	($80.94)	-49.6%
Ee+Children	$82.29	($139.12)	-62.8%
Family	$187.55	($33.86)	-15.3%

Humana HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$135.71	($46.50)	-25.5%
Ee+Child	$95.00	($87.21)	-47.9%
Ee+Children	$95.00	($151.38)	-61.4%
Family	$203.84	($42.53)	-17.3%

JMH HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$125.21	($37.08)	-22.9%
Ee+Child	$87.64	($74.65)	-46.0%
Ee+Children	$87.64	($132.56)	-60.2%
Family	$193.14	($27.06)	-12.3%

Vista HMO	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$0.00	$0.00	N/A
Ee+Spouse	$101.93	($45.70)	-31.0%
Ee+Child	$71.35	($76.28)	-51.7%
Ee+Children	$71.35	($128.26)	-64.3%
Family	$166.10	($33.51)	-16.8%

CIGNA POS	Proposed Employee Contribution	$ Change to Contribution	% Change to Contribution
Single	$10.38	($0.11)	-1.0%
Ee+Spouse	$229.82	($88.28)	-27.8%
Ee+Child	$162.88	($155.22)	-48.8%
Ee+Children	$162.88	($274.97)	-62.8%
Family	$290.87	($146.98)	-33.6%