Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2008

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

From: George M. Burgess
County Manager

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

Subject: Recommendation for Approval to Award Contract No. RFP 620: Employee Group Vision Insurance Program

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the referenced award to procure a vision care plan for County and Public Health Trust employees.

CONTRACT NO:	RFP 620
CONTRACT TITLE:	Employee Group Vision Insurance Program
DESCRIPTION:	Establish a comprehensive Employee Group Vision Insurance Program for County and Public Health Trust/Jackson Health System employees, as well as other covered groups. The County and Public Health Trust/Jackson Health System employ over 40,000 individuals. Covered groups include employees of the County, Public Health Trust/Jackson Health System, Industrial Development Authority, and the Town of Miami Lakes, as well as County judges (approximately 50). Retirees are not eligible to participate in the Vision Program.
TERM:	The Contract shall become effective ten days after adopted by the Board of County Commissioners, unless vetoed by the Mayor, and shall continue until December 31, 2011. The vision insurance coverage shall become effective on January 1, 2009 and shall be for a duration of three years (until December 31, 2011). Thereafter, the contract has three, one-year options to renew.
APPROVAL TO ADVERTISE:	March 19, 2008
CONTRACT AMOUNT:	$4.5 Million (County employees) and $1.4 Million (Public Health Trust/Jackson Health System employees) for the initial three plan years
USING/MANAGING AGENCY:	General Services Administration – Risk Management Division
FUNDING SOURCE:	100% Employee funded

METHOD OF AWARD:	An open, competitive Request for Proposals (RFP) process was used for this award.
VENDORS RECOMMENDED FOR AWARD:	CompBenefits Insurance Company (Local Vendor) 5775 Blue Lagoon Drive, Suite 400 Miami, FL 33126-2034 Principal: James H. Bloem
VENDORS NOT RECOMMENDED FOR AWARD:	Advantica EyeCare (Non-Local) 19321-C US Highway 19 North, Suite 320 Clearwater, FL 33764-3141 AIG Life Insurance Company (Non-Local) 3600 State Route 66 Neptune, NJ 07753 Avesis Incorporated (Local) 2401 Riverside Drive, Suite 312 Coral Springs, FL 33065 Davis Vision, Inc. (Non-Local) 159 Express Street Plainview, NY 11803 Spectera, Inc. (Local) 9009 Corporate Lake Drive Tampa, FL 33634 Vision Service Plan Insurance Company (Non-Local) 3091 Lake Governors Drive, Suite 240 Norcross, GA 30071
CONTRACT MEASURES:	On February 22, 2008, the Department of Small Business Development determined that the Small Business Enterprise Program did not apply since there are no County funds being expended.
LIVING WAGE:	The services being provided are not covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The 2% User Access Program provision is not included as this is an employee benefits contract.
LOCAL PREFERENCE:	Applied in accordance with applicable Ordinance, but did not affect the outcome.
PERFORMANCE DATA:	There are no known performance issues.

COMPLIANCE DATA:	There are no known compliance issues.
PROJECT MANAGER:	Marsha Pascual, Division Director, General Services Administration
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or his designee will have the authority to exercise, at his discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

This award is to establish a contract for the provision of a comprehensive group vision care plan with affordable rates for employees. These vision care services will replace the existing vision care plan which expires on December 31, 2008. The rates offered are close to 11% lower than the current rates, and are fixed for five of the six years. Any rate changes for the sixth year must be communicated to the County by the vendor by January 1, 2013 in order to provide sufficient time to award a successor contract if the rates offered are not in the County's best interest. The new plan provides the same benefits as the County's current vision plan, with the exception of the following enhancements and vision plan rates.

Vision Care Plan Enhancements: Portion Covered by Vendor

Plan Service	Current Plan	New Plan
Frames Wholesale Allowance - Panel	$25	$45
Frames Reimbursement - Non-Panel	$40	$50
Contact Lens Allowance – Panel/Non-Panel	$100	$120
Progressive Lenses (Levels 1,2,3) Panel	Not Covered	Covered - No Charge
Progressive Lenses (Levels 1,2,3) Non-Panel	Not Covered	$75
Transition Lenses – Panel	Not Covered	Covered - No Charge
Polycarbonate Lenses for dependent children under the age of 19 – Panel	Not Covered	Covered - No Charge

Vision Care Plan Employee Rates

Coverage Level	Monthly Rate Per Employee	
	Current Plan	New Plan
Employee Only	$4.98	$ 4.46
Employee + One Dependent	$9.98	$ 8.92
Employee + Two or More Dependents	$18.38	$16.40

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 1, 2008

FROM: R. A. Cuevas, Jr. 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)
7-1-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH COMPBENEFITS INSURANCE COMPANY TO OBTAIN AN EMPLOYEE VISION INSURANCE PROGRAM, AUTHORIZING THE COUNTY MAYOR OR 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. RFP 620)

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 CompBenefits Insurance Company, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or 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 1st day of July, 2008. 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

Employee Group Vision Insurance Program

Contract No. RFP 620

THIS AGREEMENT made and entered into as of this 1st day of August 2008 by and between CompBenefits Insurance Company, a corporation organized and existing under the laws of the State of Florida, having its principal office at 5775 Blue Lagoon Drive, Suite 400, Miami, FL 33126 (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 Employee Group Vision Insurance, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 620 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 10, 2008, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Employee Vision Insurance Program 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:

7

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 words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 620 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

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

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

d) The word "Contractor" to mean CompBenefits Insurance Company and its permitted successors and assigns.

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

f) The word "Deliverables" to mean all documentation 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.

g) 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.

h) The words "Change Order" or "Extra Work" 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.

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

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

l) 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.

m) 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. 620 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 these Terms and Conditions 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) 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.

c) 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.

d) 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.

e) 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 date set forth on the first page and shall continue until December 31, 2011. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

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
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: Department Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

CompBenefits Insurance Company
5775 Blue Lagoon Drive, Suite 400
Miami, FL 33126-2034
Attention: Connie Oropesa
Phone: 800-223-6447
Fax: 305-269-2118
E-mail: coropesa3@humana.com

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/AMOUNT OBLIGATED

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 pursuant to the Price Schedule, Appendix B, herein. 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.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the initial term of the Contract, and the first two option to renew years (through December 31, 2013). For the third option to renew year (through December 31, 2014), the prices shall be as follows: 1) provided that the loss ratio for the first four plan years of trended experience is less than 70%, the rate shall remain the same, or 2) provided that the loss ratio for the first four plan years of trended experience is 70% or greater, the Contractor may recommend price adjustments. The recommended increase, if any, must be provided by the Contractor to the Project Manager with a justification by January 1, 2013. The County reserves the right to negotiate the amount of the increase with the Contractor. The Contractor may offer incentive discounts to the County at any time during the contractual term and any renewals or extensions thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The County will remit applicable premiums to the Contractor in arrears on a biweekly basis after the County either deducts the employee contributions through its payroll process or receives payment from employees on an unpaid leave of absence. The County will remit premium payments based on its records.

11

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.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, 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 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

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 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, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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 up to the Effective Termination Date; and

ii. noncancelable 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 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 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.

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 Contractor 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.

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.

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 Small 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. 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: Alan Stewart	Name: _____
Title: VP & Chief Actuary	Title: _____
Date: May 9, 2008	Date: _____
Attest: Deborah Gross Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County", as represented by the General Services Administration (GSA), Risk Management Division, is contracting for an Employee Vision Insurance Program with a vision care plan for County and Public Health Trust/Jackson Health System employees (the "Vision Plan"). The County and Public Health Trust/Jackson Health System employ over 40,000 individuals. Covered groups include employees of the County, Public Health Trust/Jackson Health Systems, Industrial Development Authority, and the Town of Miami Lakes, as well as, judges.

The Contractor shall duplicate the current vision plan benefits with the exception of the following enhancements pursuant to the Contractor's Proposal:

1) Enhancement of (Panel) Frame Wholesale Allowance from $25 to $45;
2) Enhancement of (Non-Panel) reimbursement for frames from the current $40 to $50;
3) Enhancement to Contact Lens Allowance, Panel and Non-Panel, from $100 to $120;
4) Progressive Lenses (Levels 1, 2 and 3) will now be covered at no charge (Panel) and $75 (Non Panel);
5) Transition Lenses will now be covered at no charge (Panel); and
6) Polycarbonate Lenses for dependent children under the age of 19 years old will now be covered at no charge (Panel).

The County will not guarantee a minimum number of participants in the Vision Plan.

The Contractor must, in the opinion of the County, be financially capable of providing the coverage of services. Annual Reports and Financial Statements may be used by the County in determining financial stability. It is anticipated the County will issue one contract for a three (3) year period plus three (3), one (1) year options to renew the term at the County's sole discretion.

2. GENERAL REQUIREMENTS AND SERVICES TO BE PROVIDED

1. The Vision Plan administration is centralized in Miami.

2. The Vision Plan or its parent company shall be licensed by the State of Florida to provide vision coverage.

3. The Vision Plan effective date shall be January 1, 2009.

4. There shall be no minimum participation requirements.

5. The Vision Plan shall provide plan participants as of December 31, 2008 continued coverage on a no-loss, no-gain basis (meaning no employee shall lose nor gain a benefit due to a change in the contract). There shall be no actively at work exclusion.

6. Each plan year will run from January 1st to December 31st.

7. The Vision Plan is 100% employee paid.

8. Open enrollment will be held by the County once a year. The Contractor shall accept all new enrollees.

9. The Contractor shall accept and utilize the County's Enrollment Form and the Plan Status Change Form. The County utilizes web enrollment for the annual open enrollment and anticipates continued use of web

enrollment for ongoing enrollments.

10. The initial effective date for eligible employees, who elect coverage, shall be on the first day of the month following or coincident with ninety (90) days of service. Employees have a thirty (30) day grace period beyond their initial eligibility date. If the application is received during the grace period, coverage is effective the first day of the following month. Executives (as defined by the County) become eligible for coverage on the date of hire. If appropriate application has been submitted, dependent coverage shall become effective on the effective date of the employee's membership.

11. Employees on leave of absence will be provided up to sixty (60) days in arrears for premium payment.

12. Any full-time County employee who has completed ninety (90) days of employment in an eligible class is eligible for coverage. Any part-time employee who consistently works at least sixty (60) hours bi-weekly and has completed ninety (90) days of continuous employment is also eligible. There is no pre-existing condition limitation.

13. Eligibility requirements for a dependent(s):

    a) Spouse (unless an eligible County or Jackson Health System employee).

    b) Unmarried natural child, stepchild, foster child, adopted child (including a child who is required to be eligible for coverage 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 Vision Plan shall require acceptable documentation that the child 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, as defined by the Plan. Proof of disability shall be required.

14. If an employee has no dependents on the effective date of Vision Plan membership, the employee may elect dependent coverage within 45 days, (60 days for newborns, adopted children or children placed for adoption), of the date of acquiring a dependent. Such dependent coverage (with the exception of newborns, adopted children or children placed for adoption) shall become effective on the first of the month following or coinciding with the later of:

    a) The date the individual becomes a dependent, or
    b) The date the employee enrolls for dependent coverage.

    Coverage for a newborn child, child placed for adoption or adopted child shall be effective from birth or the earlier of i) adoption or ii) placement for adoption. Premium shall be effective the first of the month following birth or, the earlier of adoption or placement for adoption.

15. Employees shall be eligible to add or delete existing dependents during the plan year if the employee experiences a valid family status change as identified by the IRS in Section 125.

16. Employees who do not enroll within their initial eligibility period, and do not satisfy a Health Information Portability and Accountability Act (HIPAA) qualifying event, may not enroll until the following annual open enrollment period and the following January 1 effective date.

17. Employee's membership shall terminate on the last day of the pay period for which applicable payroll deductions or payments are received, if the employee ceases active work for any reason other than an approved leave of absence.

18. The County shall advise Contractor of new members and of terminating employees as soon as this information is available. The Contractor shall verify member records with deduction registers and/or electronic files provided by the County.

19. Contractor shall adhere to all administrative guidelines as established by the County relative to participation in all health plans.

20. Contractor shall supply Vision Plan literature and related materials required for distribution to County employees to the County for review prior to distribution to employees, but in any event no later than ten (10) days prior to the first open enrollment site presentation. The County shall have the right to prohibit the distribution of any materials including those considered by the County to make false or misleading claims.

21. Contractor shall supply sufficient numbers of Vision Plan literature and related materials to each of the County's Department Personnel Offices (approximately 65 locations) or other approved locations prior to the start of the annual open enrollment period and shall provide representatives to attend open enrollment regional meetings.

22. Contractor shall provide a customized benefits website for all employees to access at all times.

23. Contractor shall ensure an implementation schedule for a January 1, 2009 Vision Plan effective date with open enrollment scheduled for the Fall of 2008.

24. Contractor shall mail new enrollee materials, if any, directly to employees' homes after initial enrollment and ongoing enrollments.

25. Retirees are not eligible to participate in the Vision Plan.

3. ADMINISTRATIVE REQUIREMENTS AND RELATED SERVICES

The following administrative requirements shall be performed by the Contractor. The following are intended as descriptions of required work and not as definitions of the procedures to be used.

1. Benefit Entitlement Determination - All requests for benefits shall be made to the Contractor on forms or electronic submission in accordance with the Vision Plan. The Contractor shall determine the entitlement to benefits in accordance with the Vision Plan benefits.

2. Eligibility Certification - The Contractor shall accept the County's procedure through which the eligibility of an employee or dependent for benefits shall be determined.

3. Benefit Payments - Whenever the Contractor determines that benefits are payable, the Contractor shall issue a check in payment of such benefits in accordance with the Agreement.

4. Plan Benefit Development - The Contractor shall provide services as needed in connection with the design and development of the Vision Plan, both initially and in connection with revisions to the Vision Plan, as required by the County.

5. Plan Benefit Booklets - The Contractor shall provide the Plan benefit booklets as needed. The Contractor shall prepare the booklet and text and the County will provide booklet review only. The Contractor shall

include in the booklet the necessary description information as may be required under applicable law. Printing costs are the responsibility of the Contractor.

6. General Administration - The Contractor shall assist the County as needed in connection with the general administration of the Vision Program, including assistance as to the enrollment of eligible persons under the Vision Plan.

7. Answering Participant Inquiries - The Contractor shall provide a toll-free number to promptly answer all telephone inquiries during the County's regular business hours, Monday through Friday from 8am to 5pm. Responses to participant's written inquiries shall be made within five (5) days barring any extenuating circumstances.

8. COBRA Administration - The Contractor shall provide all COBRA administration, including mailing of COBRA notification to new enrollees or after receiving notice from the County that a qualifying event has occurred; billing of beneficiaries; and collection of appropriate premiums. Upon expiration of COBRA, the Contractor shall make a conversion policy available to beneficiaries.

9. The Contractor shall provide HIPAA certificates of coverage within 30 days of coverage termination, if required by law. In addition, the Contractor shall issue HIPAA notices of Privacy practices to new enrollees.

4. SPECIFIC REQUIREMENTS AND RELATED SERVICES

1. The Contractor shall maintain individual records by employee Social Security Number. The Contractor shall also accept the County's eight (8) digit employee ID number and map to corresponding social security numbers.

2. The Contractor shall be financially responsible for resolving any overpayment disputes due to its own error(s).

3. In the event the Contractor fails to pay a provider for covered services/materials, neither the covered employee (if applicable) nor the County shall be liable to the provider for any sum owed by the Contractor.

4. The County, or its designee, reserves the right to review and audit all claim files, claim data and related financial accounting to assure that claims are processed in accordance with the Vision Plan and that examiners are exercising sound claim judgment. Audits may be performed by authorized County personnel or an independent third party selected by the County.

5. The Contractor shall prepare any and all reports which may, initially or at any future date, be required by the Internal Revenue Service, Department of Labor, and/or any other governmental agency.

6. Premiums shall be remitted biweekly in arrears and the Contractor shall accept the County's self-billing arrangement.

7. The Contractor shall exclude commissions or any other compensation paid to a broker or selling agency in the rates, unless required by law.

8. The Contractor shall be in compliance with the Department of Health and Human Services (HHS) final regulations governing the privacy of medical information.

   The Contractor shall comply with the privacy rules which govern covered entities' uses and disclosures of "protected health information," which is individually identifiable health information that is or has been electronically transmitted or maintained by a covered entity. Once the information becomes protected

health information, the protections would follow the information in whatever form, including paper records. "Electronically transmitted or maintained" involves the use of a computer using electronic media. A broad list of identifiers must be stripped for information to be considered de-identified; the list of identifiers includes name, address, names of relatives and employers, birth date, telephone and fax numbers, e-mail addresses, and Social Security numbers.

The Contractor is prohibited from using or disclosing protected health information, except:

a) for uses or disclosures compatible with or directly related to *treatment, payment*, and *healthcare operations*;

b) with the individual's authorization;

c) for specified public and public policy-related purposes; or

d) when required to do so by law.

Even when permitted, uses and disclosures are restricted to the minimum amount of information necessary to accomplish the purpose for which the information is used or disclosed, taking into consideration practical and technological limitations (including the size and nature of the covered entity's business) and costs.

The Contractor shall give individuals written notice of their information practices (that is, a description of the types of uses and disclosures that would be made with protected health information). Individuals could request an accounting of disclosures made for purposes other than treatment, payment, or healthcare operations. The Contractor shall also allow individuals access to their protected health information, to inspect the information, and to request amendment or correction.

5. PERFORMANCE GUARANTEES

Listed below are the performance guarantees, including the penalty threshold percentage and annual penalty amount. The penalties will be assessed at the end of each plan year (except for item "6" below) and the "expenses", for the purposes of assessment, will equal the total premium amounts paid for that plan year. Notwithstanding the individual penalty amounts, the maximum penalty shall not exceed 11% of expenses. The Contractor shall provide the County with the performance results within 15 business days after the end of the reporting period.

These performance guarantees are measured on an annual basis, unless otherwise noted. Any payment due according to the performance guarantees must be made in check form within thirty (30) days of verified results (not via account credit). Performance guarantees will be measured and penalties will be assessed based on the Contractor's internal audit reports provided periodically by the Contractor. The reports and the administration may be subject to an independent third party audit at the County's discretion. If the County conducts such an audit, performance guarantees will apply to the results of that audit.

1. Claim Turnaround Time

Performance Guarantee	Penalty Threshold	Total Annual Penalty
90% of **ALL completed** claims shall be processed within 10 Business Days	90.00% - 100.00%	None
	85.00% - 89.99%	1% of expenses
	Below 85.00%	2% of expenses

Claim turnaround time is calculated from the date the claim is received at the Contractor's claim office to the date it is processed. The performance criteria is based on all claims, provided the claim submitted by the provider contains all the necessary information for the Contractor to process the claim and issue a payment or an explanation of benefits. When claims are received by the Contractor for consideration that require additional information not available within the Contractor's office, the time clock is turned off when the request to the provider or other appropriate entity for additional information leaves the Contractor's office and remains off until the necessary information is received by the Contractor. The time clock is turned back on the date the submission is received by the Contractor, and remains on until the date it is processed.

At the County's discretion, an audit of the accuracy of the Contractor's results may be performed via a randomly selected, statistically verifiable sample of claims by a qualified, independent third party.

2. **Financial Accuracy**

Performance Guarantee	Penalty Threshold	Total Annual Penalty
99% Accuracy	99.00% - 100.00%	None
	98.00% - 98.99%	1% of expenses
	97.00% - 97.99%	2% of expenses
	Below 97.00%	3% of expenses

Financial accuracy is the total audited dollars paid correctly divided by the total audited dollars paid, stated as a percentage.

3. **Payment Accuracy**

Performance Guarantee	Penalty Threshold	Total Annual Penalty
95% Accuracy	95.00% - 100.00%	None
	93.50% - 94.99%	1% of expenses
	Below 93.50%	2% of expenses

Payment Accuracy is the number of audited claims paid accurately divided by the total number of audited claims, stated as a percentage. Payment accuracy reflects the percentage of claims that are paid correctly.

4. **Process Accuracy**

Performance Guarantee	Penalty Threshold	Total Annual Penalty
95% Accuracy	95.00% - 100.00%	None
	93.50% - 94.99%	1% of expenses
	Below 93.50%	2% of expenses

Process Accuracy is the number of audited claims processed correctly divided by the number of claims audited, stated as a percentage. Claims with payment errors will not be considered in the calculation of non-payment accuracy.

Penalties will be assessed based on internal audit reports provided within sixty (60) days from the plan year end by the Contractor. The reports and the Contractor may be subject to an independent third party audit at the County's discretion.

5. Eligibility Updates

Performance Guarantee	Penalty Threshold	Total Annual Penalty
95% of eligibility updates completed within 2 working days of receipt	95.00% - 100.00%	None
	93.50% - 94.99%	1% of expenses
	Below 93.50%	2% of expenses

Eligibility Updates is the number of enrollment changes processed correctly within two (2) working days of receipt divided by the number of enrollment changes received via forms or electronically, stated as a percentage. Enrollment change forms with errors will not be considered in the calculation.

6. Service/Responsiveness/Account Management

It is critical to the County that the Contractor is committed to a benefits partnership that operates within reasonable expectations of service, responsiveness and procedural deadlines. As such, one area of performance that will be measured is based on the County's satisfaction with the Contractor during the first year of servicing the County's account.

Eligibility information must be loaded in the claims processing system as of the Vision Plan effective date and eligibility updates must be done in a timely manner. An account representative and one or more service representatives must be available for meetings or telephone consultation Monday through Friday from 8am to 5pm (Eastern Standard Time) with the County, its benefits employees, and others as requested by the County. Plan representatives email access must also be provided. All representatives must be at a senior level and/or have extensive knowledge of day-to-day functions within Contractor's organization.

The Contractor shall notify the County of any significant personnel changes, including the removal or reassignment of key account management, claims or administrative personnel, pursuant to the Agreement.

This performance guarantee is a subjective measurement to be evaluated by the County. Penalties, should they apply, will be assessed after appropriate documentation and discussion with the Contractor. Examples where penalties will apply include, but are not limited to: not meeting deadlines (e.g., plan booklet draft), not returning phone calls within 24 hours, and not resolving problems within five working days.

1st Year

Maximum Penalty assessed July 1, 2009	=	1% of expenses
Maximum Penalty assessed December 31, 2009	=	2% of expenses
Total Maximum Penalty	=	3% of expenses

Appendix B

Price Schedule

The rates for providing the Employee Vision Insurance Program as stated in the Scope of Services for Plan Years 2009-2013, shall be as follows:

Coverage Level	**Monthly Rate Per Employee**
Employee Only	$ 4.46
Employee + One Dependent	$ 8.92
Employee + Two or More Dependents	$16.40

Compensation to the Contractor shall be based on the actual enrollment of the employees in the Vision Plan. The rate for the sixth plan year (January 1, 2014 through December 31, 2014) shall be pursuant to Article 8 of the Agreement.

Memorandum

MIAMI-DADE COUNTY

Date: May 1, 2008

To: Rita Silva
Senior Procurement Contracting Officer
Department of Procurement Management

From: Maria Carballeira
Chairperson
Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 620
Employee Group Vision Insurance Program

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.

Committee meeting dates: April 14, 2008 Kick-off Meeting
April 28, 2008 Evaluation and Scoring Meeting

Verification of compliance with contract measures:
Not applicable.

Verification of compliance with minimum qualification requirements:
The solicitation's minimum qualifications were reviewed by the Chairperson of the Evaluation/Selection Committee and Hazel Grace-Dansoh of the client department, General Services Administration. All of the Proposers met the requirements.

Summary of scores:

The Evaluation/Selection Committee decided not to hold oral presentations, as the proposals did not require further clarification. The price evaluation was performed along with the technical portion.

The final scores are as follows:

Proposer	*Technical Score* (max. 3500)	*Price Score* (max.1500)	*Total Score (Technical & Price)* (max. 5000)
1. CompBenefits	2,998	1,165	4,163
2. Avesis Incorporated	2,317	1,050	3,367
3. Vision Service Plan Insurance Co. (VSP)	2,679	630	3,309
4. Davis Vision, Inc.	2,613	600	3,213
5. Spectera, Inc.	2,483	690	3,173
6. AIG Life Insurance Co.	2,055	970	3,025
7. Advantica Eye Care	2,102	910	3,012

Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as no Proposer was within 5% of the top ranked Proposer.

Negotiations: The Evaluation/Selection Committee recommends that the County enter into negotiations with the Proposer with the highest score, CompBenefits. The following individuals will participate in the negotiations:

Maria Carballeira, Procurement Contracting Officer, DPM
Hazel Grace-Dansoh, GSA
Peter Kong, JMH

Justification for Recommendation:

The Evaluation/Selection Committee recommends CompBenefits for negotiations based on: a) the firm's (39 years) focused experience in providing vision employee benefits; b) the firm's approach and commitment to ensuring consistency of services; and c) the firm's past performance.

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

Reviewed:

Rita Silva
Sr. Procurement Contracting Officer

5/2/08
Date

39

RFP NO. 620
EMPLOYEE GROUP VISION INSURANCE PROGRAM
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Vision Service Plan Insurance Company	Davis Vision, Inc.	AIG Life Insurance Compnay	Advantica Eye Care	CompBenefits	Spectera, Inc	Avesis Incorporated
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	200	1000	790	710	520	545	890	715	660
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	25	125	96	93	71	74	107	89	85
Proposer's plan benefits	150	750	517	520	460	390	645	490	480
Proposer's member service/communication capabilities	100	500	390	400	310	320	430	383	320
Proposer's network access	125	625	500	510	430	475	545	480	435
Proposer's management of providers	50	250	188	195	136	160	205	173	170
Proposer's claim administration	50	250	198	185	128	138	176	153	167
Total Technical Points *(Total of technical rows)*	700	3500	2679	2613	2055	2102	2998	2483	2317
Total Price Points	300	1500	630	600	970	910	1165	690	1050
TOTAL POINTS *(Technical + Price)*	1000	5000	3309	3213	3025	3012	4163	3173	3367

SIGNATURE: [signature] DATE: 5/1/08

Chairperson

[signature] 5/1/08

Reviewed By

5/1/2008

RFP NO. 620
EMPLOYEE GROUP VISION INSURANCE PROGRAM
EVALUATION OF PROPOSALS

HAZEL GRACE-DANSOH (GSA)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Vision Service Plan Insurance Company	Davis Vision, Inc.	AIG Life Insurance Compnay	Advantica Eye Care	CompBenefits	Spectera, Inc	Avesis Incorporated
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	200	170	150	130	120	180	170	140
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	25	20	20	15	15	20	20	20
Proposer's plan benefits	150	120	125	120	90	135	120	110
Proposer's member service/communication capabilities	100	80	90	65	70	90	80	60
Proposer's network access	125	120	120	120	120	115	115	115
Proposer's management of providers	50	45	45	35	30	45	35	35
Proposer's claim administration	50	45	45	30	30	40	40	40
Total Technical Points *(Total of technical rows above)*	700	600	595	515	475	625	580	520
Price Points	300	80	100	150	100	250	130	200
TOTAL POINTS *(Technical + Price)*	1000	680	695	665	575	875	710	720

RFP NO. 620
EMPLOYEE GROUP VISION INSURANCE PROGRAM
EVALUATION OF PROPOSALS

OLGA DIAZ (GSA)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Vision Service Plan Insurance Company	Davis Vision, Inc.	AIG Life Insurance Compnay	Advantica Eye Care	CompBenefits	Spectera, Inc	Avesis Incorporated
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	200	180	175	120	120	190	150	150
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	25	20	16	15	13	22	18	20
Proposer's plan benefits	150	132	135	100	75	140	110	120
Proposer's member service/communication capabilities	100	95	90	65	50	80	83	75
Proposer's network access	125	110	115	90	95	115	100	90
Proposer's management of providers	50	43	45	25	35	40	43	40
Proposer's claim administration	50	43	40	25	33	36	37	41
Total Technical Points *(Total of technical rows above)*	700	623	616	440	421	623	541	536
Price Points	300	100	100	250	220	250	100	250
TOTAL POINTS *(Technical + Price)*	1000	723	716	690	641	873	641	786

RFP NO. 620
EMPLOYEE GROUP VISION INSURANCE PROGRAM
EVALUATION OF PROPOSALS

YOLANDA FUENTES-JOHNS (PRD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Vision Service Plan Insurance Company	Davis Vision, Inc.	AIG Life Insurance Compnay	Advantica Eye Care	CompBenefits	Spectera, Inc	Avesis Incorporated
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	200	175	175	150	150	180	170	170
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	25	25	25	25	25	25	25	25
Proposer's plan benefits	150	100	100	100	100	130	90	100
Proposer's member service/communication capabilities	100	85	85	85	90	90	90	85
Proposer's network access	125	115	115	110	120	125	115	110
Proposer's management of providers	50	35	35	35	35	40	40	35
Proposer's claim administration	50	35	35	35	35	35	35	35
Total Technical Points *(Total of technical rows above)*	700	570	570	540	555	625	565	560
Price Points	300	200	200	250	265	275	210	275
TOTAL POINTS *(Technical + Price)*	1000	770	770	790	820	900	775	835

43

RFP NO. 620
EMPLOYEE GROUP VISION INSURANCE PROGRAM
EVALUATION OF PROPOSALS

PETER KONG (JMH)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Vision Service Plan Insurance Company	Davis Vision, Inc.	AIG Life Insurance Compnay	Advantica Eye Care	CompBenefits	Spectera, Inc	Avesis Incorporated
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	200	140	130	70	100	180	150	120
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	25	15	20	10	15	20	15	10
Proposer's plan benefits	150	100	120	110	100	140	130	100
Proposer's member service/communication capabilities	100	70	80	60	70	90	70	60
Proposer's network access	125	80	90	60	80	90	80	80
Proposer's management of providers	50	30	40	20	30	40	30	30
Proposer's claim administration	50	40	40	20	30	40	20	30
Total Technical Points *(Total of technical rows above)*	700	475	520	350	425	600	495	430
Price Points	300	100	100	200	200	190	120	190
TOTAL POINTS *(Technical + Price)*	1000	575	620	550	625	790	615	620

RFP NO. 620
EMPLOYEE GROUP VISION INSURANCE PROGRAM
EVALUATION OF PROPOSALS

LORNA MARTIN SPENCER (SBD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Vision Service Plan Insurance Company	Davis Vision, Inc.	AIG Life Insurance Compnay	Advantica Eye Care	CompBenefits	Spectera, Inc	Avesis Incorporated
Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	200	125	80	50	55	160	75	80
Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	25	16	12	6	6	20	11	10
Proposer's plan benefits	150	65	40	30	25	100	40	50
Proposer's member service/communication capabilities	100	60	55	35	40	80	60	40
Proposer's network access	125	75	70	50	60	100	70	40
Proposer's management of providers	50	35	30	21	30	40	25	30
Proposer's claim administration	50	35	25	18	10	25	21	21
Total Technical Points *(Total of technical rows above)*	700	411	312	210	226	525	302	271
Price Points	300	150	100	120	125	200	130	135
TOTAL POINTS *(Technical + Price)*	1000	561	412	330	351	725	432	406

Memorandum

MIAMI-DADE COUNTY

Date: February 19, 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the General Services Administration Department Request for Proposals for Employee Group Vision Insurance Program - RFP No. RQGS0800012

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 Employee Group Vision Insurance Program - RFP No. RQGS0800012:

Selection Committee
Maria Carballeira, DPM, Non-Voting Chairperson
Hazel Grace-Dansoh, GSA
Olga Diaz, GSA
Yolanda Fuentes-Johns, PRD
Peter Kong, JMH
Lorna Martin Spencer, SBD
William Foster, MDT (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 Small Business Development (SBD) 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 SBD 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
Jack Kardys, Director, PRD
Marvin O'Quinn, President and CEO, JMH
Harpal Kapoor, Director, MDT
Penelope Townsley, Director, SBD

Selection Committee
Maria Carballeira, DPM, Non-Voting Chairperson
Hazel Grace-Dansoh, GSA
Olga Diaz, GSA
Yolanda Fuentes-Johns, PRD
Peter Kong, PHT
Lorna Martin Spencer, SBD
William Foster, MDT (Alternate)

SELECTION COMMITTEE
GENERAL SERVICES ADMINISTRATION DEPARTMENT
REQUEST FOR PROPOSALS
EMPLOYEE GROUP VISION INSURANCE PROGRAM

RFP NO. RQGS0800012

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Maria Carballeira Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5866
Hazel Grace-Dansoh Insurance Benefits Manager	GSA	1982	Black Female	Master of Business Administration Bachelor of Arts in Management	N/A	(305) 375-4288
Olga Diaz Fleet Administrative Coordinator	GSA	1981	Hispanic Female	Bachelor of Business Administration	N/A	(305) 375-2295
Yolanda Fuentes-Johns Chief, Human Resources Division	PRD	1980	Hispanic Female	Masters in Human Resource Management	Certificate in Public Administration, Certified Customer Service Facilitator	(305) 755-7866
Peter Kong Assistant Director of Compensation and Benefits	PHT	1983	Asian Male	Bachelor of Business Administration	Society of Human Resources Management	(786) 466-8355
Lorna Martin Spencer Manager, Personnel and Procurement Services	SBD	1984	Black Female	Bachelors in Human Resource Management	N/A	(305) 375-3117
William Foster, Chief Human Resources (Alternate)	MDT	1979	White Male	Bachelor of Arts	N/A	(786) 469-5217