Memorandum

MIAMI-DADE COUNTY

Date: July 6, 2016

Agenda Item No. 8(F)(10)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: Self-Funded Employee Group Healthcare Program

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *Contract No. RFP-00196, Self-Funded Employee Group Healthcare Program*, to AvMed, Inc. (AvMed) to provide third-party administrative services for the County's comprehensive self-funded group healthcare program. Covered groups under the Program include employees and their eligible dependents, retirees and Consolidated Omnibus Budget Reconciliation Act (COBRA) participants. Under the contract, AvMed will deliver the current plan design (Point of Service and High, Select, Jackson First and Low Health Maintenance Organization options, pursuant to collective bargaining agreements) plus Wellness and Disease Management Programs.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is estimated to be $7,313,464 per year. Should the County choose to exercise the one (1), two-year option to renew term, the contract's estimated cumulative value will be up to $52,310,000 The contract allocation is based on self-funded group healthcare fees, also known as Administrative Services Only (ASO) fees. The actual ASO fees paid will be based on the number of enrolled members in the plan during each plan year. Through this self-funded program, the County also pays the claim expenses incurred. The estimated claims cost for the initial five-year term is $2.1 billion.

The County's healthcare program has been provided through the current contract, *RFP-559*, since plan year 2008. The projected ASO fees for plan year 2016 under the current contract are $10,050,664. The ASO fees under this replacement contract yields an estimated 28 percent savings (over $2.5 million savings per year) compared to the amount the County is paying in ASO fees through the current contract. During the option to renew term, the ASO fees may increase by no more than five (5) percent and will be subject to negotiation. It should be noted that both the old and new contracts were competitively solicited. The reduction in annual fees between the two (2) contract periods can be attributed to technological improvements in processing which have caused a decrease in the costs of these administrative services.

The proposed negotiated contract includes a $300,000 enhancement in plan design features (e.g., a part-time prenatal education advisor, full-time nutritionist, tele-medicine option for physician consultations and enhanced reporting features), and $2.6 million in enhancement funds for the Wellness Program to be funded by AvMed.

Department	Allocation	Funding Source	Contract Manager
Human Resources	$36,568,000	Internal Service Funds and Employee Contributions	Helena Denham-Carter
Total	**$36,568,000**		

Track Record/Monitor
Celeste S. Walker of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award
On May 5, 2015, the Board approved advertisement of a solicitation for the Program through Resolution No. R-396-15. The County sought a plan that includes robust wellness and disease management programs that provides cost savings for the County and its employees. All unions were provided with the draft solicitation and invited to provide feedback. The approved solicitation reflects input from the following labor unions: American Federation of State, County and Municipal Employees 199 General, 1542 Aviation, 3292 Solid Waste and the General Government Supervisors Union.

A Request for Proposals (RFP) was issued under full and open competition on May 6, 2015. Four (4) proposals were received in response to the solicitation. An RFP was used to obtain the best value to the County by conducting a qualitative review of proposals, including qualifications, experience, financial stability and project approach. The Competitive Selection Committee concluded that AvMed's proposal represented the most comprehensive project approach meeting the County's operational needs as the firm offered a self-funded employee group healthcare program that includes all plan design options/benefits currently available, beneficial plan enhancements, and full transparency to provider discounts, billed charges and pharmacy rebates.

Awardee	Principal Address	Address of Branch Offices or Headquarters in Miami-Dade or Broward*	# of Employee Residents 1)Miami-Dade 2)Broward 3)Percentage*	Principal
AvMed, Inc.	9400 S Dadeland Boulevard Suite 701 Miami, FL	Same	401 43 63%	Michael P. Gallagher

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade County or Broward County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Reason for Not Recommending
Cigna Health & Life Insurance Company	Evaluation Scores/Ranking
Aetna Life Insurance Company	
United Healthcare Services, Inc.	

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include convicted bidders, debarred bidders, delinquent contractors, suspended bidders, and federal excluded parties. There are no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two (2) percent User Access Program provision does not apply as the services are exempt.
- The Small Business Enterprise Selection Factor was not applicable due to the funding source.

- Local Preference was applied in accordance with the Ordinance.
- The services being provided are not covered under the Living Wage Ordinance.

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(10)

Please note any items checked.

_____	**"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**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
✓	
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(10)
7-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-00196 TO AVMED, INC. FOR THE PROVISION OF A SELF-FUNDED EMPLOYEE GROUP HEALTHCARE PROGRAM FOR THE HUMAN RESOURCES DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED $52,310,000.00 OVER THE INITIAL FIVE-YEAR TERM AND ONE, TWO-YEAR OPTION TO RENEW WITH ESTIMATED CLAIMS COSTS OF $2,100,000,000.00 OVER THE INITIAL FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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 award of Contract No. RFP-00196 to AvMed, Inc. for the provision of a self-funded employee group healthcare program for the Human Resources Department, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum in a total amount not to exceed $52,310,000.00 over the initial five-year term and one, two-year option to renew with estimated claims costs of $2,100,000,000.00 over the initial five-year term; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and exercise all provisions contained therein, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Oren Rosenthal

Self-Funded Employee Group Healthcare Program
Contract No. RFP00196

THIS AGREEMENT made and entered into as of this _____day of _____ by between 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"), and AvMed, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 9400 S. Dadeland Blvd, Suite 701, Miami, FL 33156 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Self-funded Employee Group Healthcare Program and associated administration services, on a non-exclusive basis, that shall conform to the Scope of Service (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00196 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 June 18, 2015, 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 Self-funded Employee Group Health Program and associated administrative services, for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The initials "ASO" to mean Administrative Services Only Fee. The ASO fee includes all services required under this Agreement, except for actual claims billed separately.

b) The initials "AWP" to mean the Average Wholesale Price. This refers to the average price at which drugs are purchased at the wholesale level.

c) The words "Cafeteria Plan" to mean a plan that offers flexible benefits under the Internal Revenue Code Section 125. Employees choose their benefits from a "menu" of cash and benefits, some of which can be paid with pretax deductions from wages.

d) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), Business Associate Addendum (Appendix C), Performance Guarantee Standards Provisions (Appendix D), Contract Supplement (Appendix E), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00196 and all associated addenda, and the Contractor's Proposal.

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

f) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

g) The word "Contractor" to mean AvMed, Inc. and its permitted successors and assigns.

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

i) 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.

j) 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.

k) The words "Extra Work" or "Additional Work" to mean 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.

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

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

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

o) The words "Medical Necessity" to mean accepted health care services and supplies provided by health care entities, appropriate to the evaluation and treatment of a disease, condition, illness or injury and consistent with the applicable standard of care.

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

q) The words "Narrow, Tailored and High Performance Networks" are all terms used to describe similar types of benefit plans which have costs substantially lower than traditional open access HMOs or standard PPO/POS offerings.

r) The words "Open Access HMO" to mean an HMO plan that only allows members to receive treatment within the HMO (health maintenance organization) network. Additionally, members can visit a specialist without first obtaining a referral from their primary doctor. HMO Open Access plans still restrict you to the network, but give you freedom to visit specialists without a referral.

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

t) The initials "PEPM" to mean per employee, per month.

u) The words "Plan Year" to mean calendar year, January 1 through December 31.

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

w) The word "Provider" to mean medical/pharmaceutical professional rendering services under the Program.

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

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

z) The words "Self-funded Program" to mean a program offered by employers who directly assume the risk.

aa) 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.

bb) The word "Subscriber" to mean person whose employment makes them eligible for group health insurance benefits.

cc) 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), and Price Schedule (Appendix B), 3) Business Associate Agreement (Appendix C), 4) Performance Guarantee Standard Provisions (Appendix D), Contract Supplement (Appendix E), the Miami-Dade County's RFP No. 00196, and any associated addenda and attachments thereof.

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 (Appendix A), Contract Supplement (Appendix E), the County's RFP, any associated addendum and attachments therein 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 and in accordance to Performance Guarantee Standard Provisions (Appendix D) and be subject to the liquidated damages as outlined therein. 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 stipulated on the first page herein and shall continue until December 31, 2021. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a twenty-four (24) month optional renewal period. The effective date of the Self-funded Employee Group Healthcare Program shall begin at 12:01 a.m. on January 1, 2017. This Contract may be extended beyond the renewal 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
Human Resources Department
Attention: Human Resources Department Director
111 N. W. 1st Floor, Suite 2110
Miami, FL 33128-1989
Phone: 305-375-1589
Email: Arleene.cuellar@miamidade.gov
With a copy to: hcarter@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Services Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Senior Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail: Singer@miamidade.gov

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(2) To the Contractor

AvMed, Inc.
9400 S. Dadeland Blvd, Suite 701
Miami, FL 33156
Attention: James M. Repp
Phone: 305-671-6122
Fax: 305-671-7385
E-mail: jim.repp@avmed.org

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

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

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

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

c. The Contractor shall establish a benefit plan account ("Account") with a Qualified Public Depository bank agreed upon between County and the Contractor. The account shall be in the name of the County for the exclusive use of the County's plan. An initial imprest balance will be maintained in the Account. Should it become necessary to increase the Imprest amount, the County will agree to do so based on satisfactory evidence, at the County's sole discretion, from the Contractor of insufficient funds. The Account shall be funded weekly by the County based on electronic reports provided by the Contractor of issued checks. The County will issued payments via wire transfer. Any interest earned in the Account shall be accrued to the County and any banking fees will be charged to the Account.

d. The Contractor shall establish an account ("Disbursement Account") with a Qualified Public Depository bank for the purpose of disbursements. The Disbursement Account shall be in the name of the Contractor. The Contractor, on behalf of the County, shall issue payments from the Disbursement Account for healthcare Plan benefits and Plan-related expenses in the amount Contractor determines to be proper under the healthcare Program and/or under this Agreement. The Contractor shall provide to the County a monthly reconciliation of the Disbursement Account.

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

f. In the event Contractor pays any person less than the amount to which they are entitled under the Self-Funded Employee Group Healthcare Program, Contractor will promptly adjust the underpayment by drawing the additional funds from the County's Account. In the event

Contractor overpays any person entitled to benefits under the Self-Funded Employee Group Healthcare Program, or pays benefits to any person not entitled to them, Contractor shall take all reasonable steps to recover the overpayment and credit the Account accordingly; however, Contractor shall not be required to initiate court proceedings to recover an overpayment. Contractor shall be liable for overpayments except to the extent that said overpayment resulted from acts or omissions of the County, its officers, directors, or employees.

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

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

ARTICLE 8. PRICING

Prices for the Administrative Services Only (ASO) Fee shall be in accordance with Appendix B – Price/Financial Schedule. However, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The County will remit applicable Administrative Fees or Premiums to the Contractor on a bi-weekly basis for the prior pay period, accompanied by an electronic file of employee salary deductions 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 retains the right, at all times, to self-bill. The County will remit Administrative Fees or Premium payments based on its records.

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 Internal Services Department,

Procurement Management Division, 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. Commercial General 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.**

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 $3,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974

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 ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring 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 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 Contractor's 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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

f) 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 Mayor 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 Mayor 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 Mayor is entitled to exercise discretion or judgment 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 Mayor, 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 appendices 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 annual 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 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.

d) 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.

e) In the event that the County exercises its right to terminate this Agreement, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, 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. non-cancelable 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.

g) 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 to supply enough properly skilled staff personnel;

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

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

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

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

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

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

b) The assessment of any liquidated damages pursuant to Article 44 and Performance Guarantee Standard Provisions (Appendix D) shall be in addition to and cumulative of any remedy for a breach by the Contractor as set forth within this article.

c) 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 timeframe 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 the 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 timeframe, the County may:

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

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.

d) 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

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 re-procurement 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 acknowledges 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 with 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. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***

(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***

(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that 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, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered 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 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, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

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

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

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

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

b) Miami-Dade County Florida, Department of 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 without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran 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 a 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.

In the performance of the administrative services with respect to the County Plans (POS and HMO), Contractor shall comply with the regulations set forth in Title 45 CFR Part 149.35 regarding the maintenance, including retention periods, and disclosure of information, data, documents, and records to the Secretary of the Health and Human Services (HHS) as necessary for the County to comply with the Early Retiree Reinsurance Program. The information provided may be utilized by the County for purposes of obtaining Federal funds.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees and applicants 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, 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 award 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. Venue shall be Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 41. MODIFICATIONS OR AMENDMENTS

The parties agree that the Self-funded Employee Group Healthcare Program, to include the Plan Design, may be modified or amended as follows:

a. To realize cost savings for the County and its employees, while maintaining a comprehensive level of healthcare for County employees, retirees and their eligible dependents;

b. To implement modifications to the Plan Design through the addition or alteration of benefit design options;

c. To carve out any component/service of the Program (i.e., pharmacy, wellness, etc.) that is determined by the County, at its sole discretion, to warrant a separate program, or in combination with another commodity program.

d. To achieve the County's and its employee's best interest, at the County's sole discretion.

Modification or amendment of the Program shall be communicated in writing by the County to the Contractor. The Contractor may submit recommendations for modifications or amendments to the County for consideration. The County may consider the recommendation and further negotiate with the Contractor to incorporate or carve out any or all of the recommendations, at its sole discretion. Implementation of the modification or amendment shall be mutually agreed upon by the County and the Contractor subject to processing systems, effective dates, and procedure changes necessary by the modification or amendment.

Any such modification or amendment (and the revised charge (+/-), if any, applicable thereto) shall be evidenced by a supplemental agreement between the parties which, upon execution, shall become a part of this Agreement.

ARTICLE 42. 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.

ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;

4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

ARTICLE 44. PERFORMANCE GUARANTEE PROVISIONS

It is acknowledged that the Contractor's failure to achieve the outlined level of guaranteed service performance for each category list in the Performance Guarantee Standard Provision (Appendix D) document will result in the assessment of the stated liquidated damage and that the identified liquidated damages represent a fair, reasonable and appropriate remedy for the failure. The Contractor agrees that liquidated damages may be assessed and recovered by the County against the Contractor in the event of a failure perform at the levels indicated. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the County without limiting County's right to terminate this agreement for default as provided elsewhere herein.

The County has the sole discretion as to how the liquidated damage amounts will be assessed according to the level of the failure to perform based upon the annual assessment set forth in Appendix D.

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: James M. Repp	Name: Carlos A. Gimenez
Title: SVP & Chief Marketing Officer	Title: Mayor
Date: May 19, 2016	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____

BIVIAN MEDINA
Notary Public - State of Florida
My Comm. Expires Mar 21, 2017
Commission # EE 862166
Bonded Through National Notary Assn.

Assistant County Attorney

Appendix A

Scope of Services

2.1 Background

Currently, the County employs approximately 26,000 individuals in South Florida, although the Program covers 46,000 lives. Covered groups include Miami-Dade County active employees, retirees (Medicare and Non-Medicare Eligible), Consolidated Omnibus Budget Reconciliation Act (COBRA) participants and their eligible dependents, in addition to both the Housing Finance and Industrial Development Authorities. Jackson Health System (JHS) had been a covered group within the County's Program but will not currently participate as a covered group in the County's future Program.

The Plan Designs for the County must include two (2) Point-of-Service (POS) (redesign and non-redesign) options, and four (4) Health Maintenance Organization (HMO) options: two (2) Open Access High (redesign and non-redesign), one (1) Select (narrow network redesign) and one (1) Low (non-redesign). Additionally, three (3) design options offered to Medicare-eligible (ages 65+) retirees, as follow: 1) Low HMO option with pharmacy, 2) High HMO with pharmacy, and 3) High HMO option with no pharmacy coverage. The Low HMO and non-redesign options may be eliminated in the future. Notwithstanding, the County reserves the right to continue offering the Low HMO and non-redesign plan options to employees covered under certain bargaining units, based on their respective unit's agreement. Modifications to the County's benefit levels are subject to collective bargaining agreements. Additionally, the County reserves the right, at its sole discretion, to alter the current Plan Design going forward.

The County reserves the right to, at any time during the term of this resulting agreement to allow either the JHS and/or IAFF group to participate in the County's Program. Both the JHS and IAFF group continue to participate in the County's existing dental and vision programs.

2.2 Qualification Requirements

A. Qualifications

The requirements are a continuing requisite throughout the contract award and term of the agreement:

1. Be licensed by the State of Florida, to transact the appropriate insurance, and/or administrative product and services set forth in this agreement.

2. Be financially stable to render the services listed herein, as of proposal due date. To satisfy this requirement, Contractor shall have a minimum "A- Rating" from A.M. Best Company, and no less than a "Classification of VII" or higher, as of the firm's most recent rating. If Contractor's rating does not meet rating requirement, the Contractor shall provide to the County: 1) its most recent independently audited financial statements with the auditor's notes for each of its past two (2) fiscal years, or 2) the U.S. Securities and Exchange Commission's (SEC) Annual 10-K Report for its past two (2) fiscal years.

2.3 General Information and Specifications

1. Employees' contributions are offered on a pre-tax basis, except for those employees with dependents who do not qualify as a tax dependent under the IRS provisions. The County reserves the right to change its contribution strategy at any time. Notwithstanding, the Contractor's fees and rates for the Program will remain in effect regardless of the County's contribution strategy.

2. New full-time employees are eligible for benefits coverage on the first day of the month following (or coincident with) 60 days of employment. Any part-time, non-temporary status employee, who consistently works at least 60 hours biweekly and has completed 60 continuous days of employment, is eligible for coverage. If an election is made, coverage is effective the first day of the month following completion of the

eligibility period without any actively-at work exclusion. Eligibility for part-time employees is subject to change and will coincide with the eligibility for healthcare benefits for "variable hour" employees as defined by the Affordable Care Act.

3. Dependent eligibility is defined as follows:

Eligible Dependents	
Spouse*	Subscriber's legal spouse
Domestic Partner (DP)*	Subscriber's Domestic Partner in accordance with County Ordinance 08-61.
Child	Subscriber's biological child, legally adopted child or child placed in the home for the purpose of adoption in accordance with applicable state and federal laws.
Child with a Disability	Subscriber's Dependent child incapable of sustaining employment because of a mental or physical disability may continue coverage beyond the limiting age, if enrolled for medical prior to age 26 (or age 25 for dental). Proof of disability must be submitted to the Plan on an ongoing basis.
Step Child	Subscriber's spouse's child, for as long as Subscriber remains legally married to the child's parent.
Foster Child	A child that has been placed in Subscriber's home by the Department of Children and Families Foster Care Program or the foster care program of a licensed private agency. Foster children may be eligible until their age of maturity.
Legal Guardianship	A child (ward of Subscriber) for whom Subscriber has legal guardianship in accordance with an Order of Guardianship pursuant to applicable state and federal laws. Subscriber's ward may be eligible until their age of maturity.
Grandchild	A newborn dependent of Subscriber's covered child; coverage may remain in effect for up to 18 months of age as long as the newborn's parent remains covered. After 18 months, the grand child must have met the criteria of permanent legal ward of the Subscriber.
Over-Age Dependent**	Subscriber's unmarried dependent children and dependent children of Domestic Partner from ages 26 to age 30 (end of calendar year) are eligible for coverage. Over-age dependent must be without dependents, live in Florida or attend school in another state, and have no other health insurance.

4. Employees under the age of 65, who retire from County service, may continue redesign POS, HMO or Select HMO Plan membership for themselves and their dependents until age 65 with remittance of the required premium to the County. Currently, the dependents of deceased retirees or retirees attaining Medicare eligibility may continue coverage through the retiree group Plan option by remitting the appropriate premiums to the County. The County reserves the right to make modifications, such as offering COBRA, as an alternative.

5. Retired employees who have attained age 65 may choose a plan for Medicare eligible retirees, offered by the County or a "Medicare-like" Advantage Plan offered by the selected Contractor with required premium remittance. The "Medicare-like" Advantage Plan premium (if any) will be collected directly by the selected Contractor.

6. Retiring employees should be provided a one-time opportunity, at the time of retirement (no later than 30 days from the retirement date), to change their medical insurance plan election in order to allow participation in the option which best meets their retirement needs. The selected Contractor should allow a separate annual enrollment change period for retirees, if requested by the County.

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

8. All provisions will conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), where applicable.

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

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

   (c) All employees and dependents enrolled as of December 31, 2016 are eligible for coverage with no actively at work exclusion.

9. The following rules apply for adding dependents:

   (a) New Dependents - A dependent of an insured may be added to the Program by submitting an application within 45 days (60 days for newborns) of acquiring the dependent status. The employee must enroll the dependent within 45 days after the marriage, registration of Domestic Partnership or birth/adoption of a child (60 days for newborns). Coverage for a new spouse or Domestic Partner is effective the first day of the month following receipt of the application. Coverage for a newborn and children placed for adoption or adopted is effective as of the date of birth, or the earlier of 1) placement for adoption, or 2) adoption date. The change in rate, if applicable, is effective the first day of the month following the birth or the earlier of 1) placement for adoption or, 2) adoption date.

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

   (c) Change of Family Status - A dependent may be added to, or deleted from, the Program at any time during the year, under HIPAA special enrollment, or pursuant to IRS Section 125 provisions, as adopted by the County. Proof of the change in family status must be submitted at the time of request for change. Payroll changes to add a newborn are processed in accordance with Florida Statute 641.31(9). If the Change in Status (CIS) Form is received by the County within the first 31 days from birth, the rate is waived for the first 31 days. If the CIS Form is received after the first 31 days, but within 60 days of the birth, the new rate will be charged retroactive to the date of birth. The same applies when adding an adopted child or child placed for adoption. The rate is waived if the CIS Form is received by the County within the first 31 days from the earlier of: a) adoption, or b) placement for adoption. If the CIS Form is received after the first 31 days, but within 45 days of the event, the new rate will be charged retroactive to the earlier of: a) adoption or b) placement for adoption. Payroll changes to delete a dependent, other than those events specified in this paragraph, become effective the first day of the pay period following receipt by the County.

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

11. The Contractor shall:

(a) Adhere to generally accepted standards (as suggested by the National Committee for Quality Assurance "NCQA" or equivalent organization) for the consideration and credentialing of physicians in its networks.

(b) Notify the County of any change in its financial ratings by A.M. Best, or any significant change to Contractor's financial position and/or credit rating. Notification of such change should be provided to the County's Project Manager, no later than three (3) business days after the Contractor has been apprised of such change. Notification to the County should include the submission of the Contractor's most recent independently audited financial statements for each of its past two (2) fiscal years, or the U.S. Securities and Exchange Commission's (SEC) Annual 10-K Report for its past two (2) years.

(c) Perform a GeoAccess analysis on an annual basis and make reasonable efforts to contract with additional physicians', hospital providers and urgent care centers where minimum access standards are not met. The minimum access standards are one (1) provider/facility within 5 miles, or two (2) providers/facilities within 10 miles.

(d) Retain all fiduciary responsibilities, including, but not limited to responsibility for all internal and external appeals and determination of what constitutes a "Medical Necessity."

2.4 Enrollment/Communications Provisions

The Contractor shall:

1. Provide promotional and enrollment materials at a minimum of thirty (30) days prior to the start of the County's annual open enrollment period, anticipated to be late October/early November for each upcoming Plan Year. Enrollment materials should be provided in printed format, in an adequate amount (for approximately 10,000 employees), at the County's discretion. The County may also require the Contractor to provide enrollment materials in alternate formats (i.e., Braille, different languages, large print and/or audio compact disk). An electronic version of enrollment materials, as well as a customized benefits website should be made available to all eligible employees/retirees during initial enrollment and to new enrollees. Materials include, but are not limited to, the Summary Plan Description (SPD) of Benefits and Coverage and other materials, as deemed necessary by the County. The costs of printing and producing materials, in all formats, are the sole responsibility of the Contractor.

2. Print, mail and electronically produce the SPD directly to Members' homes at least thirty (30) days prior to the start of the Plan Year, effective January 1st, at no additional cost to the County. The Contractor shall provide additional supplies of the SPD to the County, as required by the County.

3. Utilize authorized County-specific forms and materials, as deemed necessary by the County.

4. Mail identification (ID) card to each enrolled Member within 5 business days from the date of receipt of each eligibility tape, excluding weekends and holidays. On-demand temporary ID card printing should be available at the Contractor's website, wherein Members can easily print temporary ID cards, when any of the following events occur:

a) Change in coverage option;

b) Change in coverage tier; and/or
c) A replacement/duplicate card is requested.

5. Ensure that Members/Subscribers can be identified by social security number, employee ID number ***and*** bargaining unit, as required by the County. The Contractor shall ensure that all Social Security Numbers are maintained for all Members/Subscriber enrolled in the Program, and as such, should bear the responsibility of protecting the privacy and legal rights of all Members/Subscribers.

6. Distribute all communication materials to the various County locations no later than two (2) weeks prior to the start of the County's annual open enrollment period. The County should approve in writing all booklets and any/all other employee communications prior to its printing. Additionally, the County retains the right to prohibit distribution of any materials that make false or misleading statements, reference any Program other than the Contractor's Program, or any other materials or "giveaways", at the County's sole discretion, which the County deems to be inappropriate.

7. Review its Program-specific information to be included in the County's Employee Benefits Handbook for accuracy and provide the necessary updates to the County no later than September 1st, for each upcoming Plan Year. The County will finalize and publish the Benefits Handbook. The County should retain final approval authority over all communication material.

8. Consent to the use of the County's existing Enrollment Form and/or on-line enrollment process. The Enrollment and Change in Status Forms can be found at the County's benefits website. The County uses web enrollment for the annual open enrollment and anticipates its continued use for ongoing enrollments.

9. Have access to County employees on County premises, as determined by the County.

10. Provide sufficient personnel to attend all initiating annual open enrollment period meetings with the County's Project Manager, and subsequent annual open enrollment period meetings (estimated to be approximately 30 on-site meetings). Such meetings schedule will be set by the County. The Contractor's personnel (i.e., Account Executive/Manager/Representative, etc.) should be available to attend periodic meetings throughout the Plan Year, scheduled by the County, with reasonable notice given.

11. Consent to receiving eligibility data, in an electronic format, in the file layout used by the County.

12. Update eligibility data within one (1) business day from the receipt of such data. The Contractor shall notify the County of any issues arising within one (1) business day from the time of the data upload.

13. Provide a single point of contact for the purpose of facilitating eligibility and enrollment information, and coordinating any internal distribution of such information, as well as facilitating any necessary transfer of data to third party administrators.

2.5 Benefit Provisions

The Contractor shall ensure that the Program complies with federal guidelines for Cafeteria Plans pursuant to IRS Code Section 125, as adopted by the County, the Patient Protection and Affordable Care Act (PPACA), the Age Discrimination in Employment Act (ADEA), American Disabilities Act (ADA), Medicare Secondary Payer, HIPAA, and COBRA, as well as any other applicable federal requirements and all Florida mandated benefits.

Additionally, the Contractor shall:

1. Offer full service provider contracts with Jackson Health Systems (JHS). JHS, as a provider, is subject to the Plan Design approved by the County and standard credentialing methods. The Contractor shall allow Members to use all healthcare services (i.e., primary, secondary and tertiary services) offered by JHS. Provider contract between JHS and the Contractor should: a) become effective no later than December 1, 2016, b) remain in force for the duration of the Contractor's contract with the County, and any renewals or extensions thereof, and c) not contain any provision restricting or limiting a Member's use of these providers in any way that is not imposed on other physician or hospital provider within the Contractor's network. The Contractor should be prepared to offer proof of an existing contract or a properly executed letter of intent with JHS; or demonstrate to the County's satisfaction, at its sole discretion, the inability to contract with JHS was out of the Contractor's direct control or not its decision.

2. Accept the County's Employee Support Services Program (ESS) full authority to refer Members to the Program network for mental health/substance abuse services. The ESS may bill and be reimbursed by the selected Contractor according to negotiated fees. Refer to http://www.miamidade.gov/assistance/employee_benefits.asp for details regarding the ESS program.

3. Notify the County on a timely basis, of any issues/discussions surrounding its network of physicians and hospitals which would have an impact on County employees and retirees.

4. Provide the criteria for approval of organ transplants in the Program. This criterion should be defined and incorporated by reference into any agreement issued as a result of this Solicitation, including the criteria for approval and the definition of Experimental Procedures that will not be covered by the Program. The Contractor will provide all explanations in layperson's terms.

5. Provide the criteria for approval of the Gastric Bypass Benefit Program at JHS and one additional hospital facility that is currently certified as a Bariatric Surgery Center of Excellence, as defined by the American College of Surgeons (ACS), or the American Board of Metabolic and Bariatric Surgeons (ABMBS). This criterion should be defined and incorporated by reference into any agreement issued as a result of this Solicitation, including the criteria for approval and the definition of Experimental Procedures that will not be covered by the Program. The Contractor shall also provide all explanations in layperson's terms.

6. Provide the criteria and process for determining a "Medical Necessity" under the Program. This criteria and process should be defined and incorporated by reference into this agreement.

7. Accept pregnant employees/dependents', who are beyond the first trimester, continuance with their current attending OB/GYN, through the time of delivery (if not currently an in-network OB/GYN). Such coverage should be considered at the in-network level of benefits, with no balance billing to the Member.

8. Provide an in-network level of care and benefits to a designated employee, and/or retiree, in special catastrophic cases, as determined by the County (e.g., Amputation of any extremity, brain injury, burn injury requiring hospitalization, electrocution requiring hospitalization, heart attack, stroke, or coma, injury requiring hospital stay, Paraplegics/Quadriplegics, patient transportation by ambulance or life-flight, reflex sympathetic dystrophy syndrome (RSD), serious spinal cord injuries), even if the provider utilized is not part of the Contractor's network, with no balance billing.

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

10. Offer the POS, HMOs and Select Network Plans on an open access basis with no Gatekeeper, excluding the HMO Low Option.

11. Provide full transparency on the pharmacy rebates earned based on the County's prescription drug utilization. The Contractor will provide credit to the County for such rebates on a quarterly basis. All earned rebates should be credited to the County even if the resulting contract resulting is terminated. The County reserves the right to audit the pharmacy benefits manager services inclusive of the rebate benefit, on an annual basis.

12. Notify the County within sixty (60) days of changes in the preferred drug list prior to the change, with an explanation of how it will directly affect the County's Members. The Contractor shall include the number of Members affected and what other drug options the Members will have going forward. Positive additions are permitted at any time during the Plan Year, and with prior notification provided to the County. Deletions other than those resulting from Federal Drug Administration (FDA) requirements are only permissible one time per Plan Year, with a 60-day prior notification to the County.

13. Comply with the County's preference in receiving full transparency from the Contractor on provider discounts and billed charges and provider/facility contract terms.

14. Provide the County with full transparency on the Program's healthcare quality and pricing schematic, upon request by the County. Such transparency's intent is to allow the County to make decisions based on patterns and behaviors that drive costs and impact outcomes on premium prices, and coverage levels. The Contractor shall serve as the County's strategic partner in forecasting possible reduction of risk and costs on common procedures to meet the needs of a changing economy. The County reserves the right to audit the Program for this information, on an annual basis.

15. Have a technology-enabled solution to support reduction in cost of care through a quality and appropriate delivery system. Such system's intent is to support value-based care by allowing providers, key accountable executives as designated by the County Mayor, and their staff's, access to critical clinical and financial information. The intent is also to enable timely, value-based health care decisions that accomplish better health outcomes, costs and improved patient/physician satisfaction, shifting focus from volume to value.

2.6 Wellness and Disease Management Programs (Wellness Program)

The Contractor's proposed wellness and disease management programs will target local and regional market presence for delivering community-based healthcare and coordinated services. Contractor shall offer an integrated strategy to promote the overall health, wellness and productivity of Eligible Members while utilizing its experience with health plan administration. Contractor may subcontract the wellness and disease management service programs. The Wellness Program's objective is to encourage healthier behaviors and measurable outcomes for all Eligible Members who agree to enroll in the Wellness Program. As Eligible Member(s) adopt and sustain behaviors that reduce health risks, improve quality of life, and enhance their personal effectiveness through the Wellness Program, they also drive a reduction in the County's healthcare costs/claims. Through highly effective offerings designed to identify, prevent and manage chronic conditions and other health factors, the Contractor shall work towards improving the overall health of all Eligible Members. The Contractor shall strategize and partner with the County in designing a Wellness Program tailored to the County's needs to include, at a minimum, the Wellness Program requirements below:

- Biometric Screening (Voluntary Basis)
- Flu Shot Administration Services – limited to interested employees at on-site location who have healthcare insurance
- Educational Seminars (e.g., Nutrition)

- Health Fair Coordination and Facilitation
- Onsite and Offsite benefit representatives
- Prescriptions for Healthy Living Program for diabetes, cholesterol, and high blood pressure medications

A. General Wellness Program Requirements

The Contractor shall:

1. Provide for all enrolled Participants: 1) an annual Biometric Screening and Health Risk Assessment, 2) periodic health check-ins with a Health Coach, and 3) Wellness Risk-Targeting Programs, as described herein.

2. Perform all administrative functions for the Wellness Program including the monitoring and tracking of Participant compliance, producing all communication materials relating to the Wellness Program (including, but not limited to materials leading up to the launch of the Wellness Program), as well as ongoing communications to Participants. The Contractor shall provide monthly Wellness updates and results tracking milestones for informational purposes to designated County officials and labor organizations. Additionally, the Contractor shall provide bi-monthly electronic data and trends for all Wellness Program Participants, to the County's Project Manager.

3. Secure and maintain any physical requirements for managing and providing the Wellness Program, including local office space and physical locations throughout the County, or as agreed to by the County. In order to maximize availability to the County Participants and remain cost effective, the Contractor's facilities may be either on Contractor's owned/lease properties or housed at the County administration building and/or other County designated locations. County owned/leased properties may be made available for conducting Biometric Screenings at no cost to the Contractor (subject to prior approval by the County).

4. Provide one (1) health coach as a minimum, dedicated to rotating through all County locations that have Participants enrolled in the Wellness Program, for a minimum of 5 days per week. The Contractor shall provide sufficient health coach(es) to support coverage to all County Participants. The Contractor shall also provide computer terminals, printers and fax machines, etc., for its health coach(es) to: 1) readily have on-line access to Member eligibility information, 2) provide customer service related functions, and 3) assist in Program administration. The on-site health coach(es) should adhere to a business days/hours pursuant to the County's business schedule in order to be easily accessible to employees. If an on-site health coach is on vacation, or otherwise absent for an extended period, a replacement health coach should be provided. Further, the County may request replacement of the on-site health coach(es) if he/she is not performing in a satisfactory manner, at the County's sole discretion. The County will advise the Contractor of any performance concerns and may allow for a resolution timeline, prior to requesting such replacement.

5. Ensure that Contractor's Wellness Program's Account Executive/Manager and management team shall:

    a. Devote the necessary time to manage the Wellness Program and be responsive to the County's needs pertaining to the Wellness Program, as defined herein. This includes being available for frequent telephone calls and on-site consultations with the County staff located in Miami, FL;
    b. Provide the County with mobile phone numbers and email addresses of all key account management personnel;

c. Be thoroughly familiar with all of the functions that relate to the County's account; and,
d. Act on behalf of the County to effectively advance the County's action items through the selected Contractor's established approval structure.

6. Assume responsibility for all aspects of the Wellness Program compliance with HIPPA, GINA, ADA, ADEA, PDA, PPACA COBRA, and any other applicable laws and regulations.

B. Enrollment

1. Manage the Wellness Program enrollment process for all Eligible Members, as determined by the County to be eligible for participation. (Refer to census data provided).

2. Produce all enrollment documents and forms and process and manage the dissemination of these. The Contractor shall include a process for reviewing and approving Eligible Member exemptions and claims data from the administrator to help identify potential Participants for the Wellness Programs, which will ensure compliance with all applicable federal and/or state laws or extraordinary life situations. Enrollment in the Wellness Program for the purpose of becoming a Participant, is not mandatory for Eligible Members.

3. Create a Wellness Program affirmation statement to be utilized in committing Eligible Members to becoming a Wellness Program Participant. By signing said affirmation, Eligible Member agrees to be an active Participant in all aspects of the Wellness Program. This affirmation should clearly define active engagement criteria and how Participant will comply with such criteria. Eligible Members not interested in enrolling in the Wellness Program should have the right to decline participation. Additionally, Wellness Program Participants may, at any time, cancel their participation.

C. Health Risk Assessment (HRA)

1. Coordinate and conduct an annual Health Risk Assessment (HRA) designed to identify existing and emerging health issues, and to provide a baseline for establishing a health improvement/maintenance plan electronically. Such Health Risk Assessment should consist of two components: a Health Questionnaire and Biometric Screening.

2. Implement Health Risk Assessments within 30 days of each Plan Year effective date, or as agreed to by the County. In subsequent Plan Years, such assessment will be conducted during the first quarter of the Plan Year, or as agreed to by the County.

3. Create the Health Questionnaire and administer its dissemination and receipt to all Eligible Members. Such questionnaire should consist of posed inquiries which provide a basis for the assessment of health risks, identify tests to be administered in biometric screenings or other healthcare venues, areas of behavioral lifestyle changes necessary, and the identification of beneficial Wellness Risk-Targeting Programs. The questionnaire should contain sufficiently plain language for the ease of completion by Eligible Members without assistance from a medical professional. The questionnaire should also request multiple points of contact for each Eligible Member.

4. Provide employees and their eligible dependents with convenient access to, and options for, the submission of the health questionnaire, to include electronic submission.

5. Develop a biometric screening process consisting of cost-efficient health tests that can be administered by qualified individuals in locations convenient and accessible to Eligible Members. The biometric screening should supplement the Health Questionnaire in identifying health risks, areas of behavioral

lifestyle changes and triggering actions which encourage Wellness Risk-Targeting Program participation, such as:

a. Provide and manage a system to schedule biometric screenings, with options to do so via a central Wellness website, and telephonically (which may consist of an Interactive Voice Response (IVR)). The Contractor will provide frequent reminders to schedule biometric screenings to facilitate Participant compliance.
b. At a minimum, the biometric screening should include tests to measure body fat (e.g. body mass index, waist measurement, or other method of body fat measurement) and blood pressure for all Members.
c. All Members should be encouraged to take lipid profile and/or A1C blood draw tests, including very strong encouragement for Members who demonstrated a need for these tests.
d. Additional testing as necessary to identify health risks that will be addressed by corresponding Wellness Risk-Targeting Program, supply scientific or empiric rationale, and a cost-benefit case for all additional tests and Risk-Targeting Programs.

6. Comply with the County guidelines concerning Eligible Member choice with respect to testing:

a. Eligible Member should not be required to take any given test to be considered compliant with the Wellness Program. Tests should be available to all Eligible Members, regardless of indicators from health questionnaire or other tests.
b. Wellness Program personnel administering Biometric Screenings should clearly explain to Eligible Members which tests are recommended for them based on clinical circumstances and strongly encourage and explain why it is not recommended that they undergo a given test when clinical circumstances indicate low or no value in them doing so. Notwithstanding, Contractor will provide the Eligible Member with the option of undergoing the test if they so choose to.

7. Maintain physical locations for biometric screenings (Contractor is responsible for all permits and regulatory compliance) which may include:

a. Contractor locations throughout the County and temporary locations at County-owned properties (primarily central workplaces), but also including options to be discussed with the County (e.g. libraries, parks, etc.) and Union halls of participating unions.
b. Provide any necessary equipment (e.g., Kiosks, etc.) and/or facility modifications (e.g., partitions for privacy).
c. Ensure all physical locations are compliant with the ADA and other applicable regulations
d. Provide necessary privacy screens or other privacy protections for biometric screenings.

8. Ensure convenient access to the health questionnaire and biometric screening for all Eligible Members. Biometric screenings should also be available at convenient times during weekdays to allow County employees to undergo their biometric screening during allowed breaks and before or after work shifts that occur throughout the day. Biometric screenings should also be available outside of normal work hours, including evenings and/or weekends. Contractor shall have arrangements with independent labs in order to accommodate Participants needs.

9. Complete the Health Risk Assessment for Eligible Member, including all Health Questionnaires and Biometric Screenings, within 100 days of the start of the Wellness Program, providing any necessary opportunities for missed assessment make-ups.

10. Develop a system in which Eligible Members may have recent test results (within six months prior to the start of the biometric screening date range) forwarded from their doctors in lieu of a Wellness Program provided biometric screening, if these were the same tests as the biometric screening the would have been performed.

11. Provide Health Risk Assessment results to Eligible Members in a timely manner through an initial Health Check-in, or other personalized results web-based sharing procedure. Results should:

    a. Be supported by the results of the health questionnaire and all tests conducted in the biometric screening
    b. Identify potential individual health risks, and how to address them specifically through Wellness, including offering recommendations for their enrollment in Wellness Risk-Targeting Programs.
    c. Multiple/high-touch methods of communication are encouraged for presentation of results (e.g. during first Health Check-in).

12. Provide Eligible Members paper or email output of their Health Risk Assessment results so that they may share with their physician or other healthcare professional, if they so desire.

D. Health Check-Ins

1. Perform telephonic and or face-to-face Health Check-Ins for the purpose of:
    a. Discussing Participants' progress has made with respect to the major health issues identified in the annual Health Risk Assessment. Participants should have the ability to compare annual HRA's, year over year, to track improvements in health.
    b. Reviewing the status of Risk-Targeting Program participation and engagement including strategies for maximum health impact.
    c. Address any Wellness related questions which Participant may have regarding their health and recommend options to Participant seeking follow-up advice and care, as needed.
    d. Motivate and encourage Participants to set health goals. Provide coaching on results tracking methods which may assist with reaching such goals as:
        - Lifestyle Changes
        - Wellness Education
        - Healthier Decision Making

2. Establish and manage system to schedule Health Check-Ins, with options to do so via a central Wellness website or telephonically (which may consist of an IVR-based automated system or personal assistance). Participants should receive frequent reminders to schedule necessary Health Check-Ins to facilitate Participant compliance.

3. Initiate Participant Health Check-In by the health coach on the scheduled date and time specified. Check-in may last up to 30 minutes in length.

4. Provide alignment of Health Coaches with Participants for each Health Check-In to help foster trust between Participant and Health Coach.

5. Provide convenient times during week days for Health Check-Ins to allow County employees to perform their Check-in during allowed breaks and before or after work shifts that occur throughout the workday. Health Check-Ins should also be available during outside of normal work hours, including evenings and/or weekends.

6. Develop clear guidelines for the number and frequency of Health Check-Ins based on Participant's enrollment. Additional Health Check-Ins should not be required based on Participant health.

7. Provide health coach (es) with all applicable certifications and trainings as required by law, and as necessary to be effective advisors to Participants.

8. Provide Participant report to the County's Project Manager which incorporates the metrics from each of the above tasks and provides actionable information to improve health, in the aggregate.

E. Wellness Risk-Targeting Programs

1. Create and maintain a varied complement of Wellness Risk-Targeting Programs aimed at driving healthier behaviors and outcomes (or continuing healthy behavior) for Wellness Participants. Contractor shall provide education, challenges, outcome awareness, behavior tracking, and biometric measurement components. Risk-Targeting Programs should address common health risks for a broad spectrum of Participants' risk levels ranging from low-risk (e.g. weight maintenance, exercise optimization, etc.) to high-risk (e.g., obesity, smoker, etc.). Risk Targeting Programs may include, but are not limited to the following:

    a. Hypertension
    b. Hyperlipidemia
    c. General Fitness
    d. Significant sedentary risk
    e. Tobacco usage
    f. Diabetes and/or pre-diabetes
    g. Nutrition/Weight Management
    h. Other risks (e.g. asthma, stress, alcoholism, etc.)

    Risk-Targeting Programs should be designed to drive significant health improvement/condition treatment, which will then lead to reduced future healthcare expenditures to the County. Risk-Targeting Programs should be sufficiently robust to drive health improvements, but still be reasonably convenient for Participants. This is a critical component to the Wellness Program's success.

2. The County's Wellness Program will be year round, with regularly occurring Risk-Targeting Programming. The expectation of the County is that Risk Targeting Programs will include regular reporting and tracking of program adherence and be conducted on a weekly basis or other such basis as long as the selected Contractor can demonstrate commensurate or improved effectiveness at driving improved health outcomes and lower costs.

3. Provide flexibility in all required Risk-Targeting Programs considering Participant vacation and holidays.

4. Allow Participants to select specific Risk-Targeting Programs for participation, without restrictions or limits other than those required by the Participant's health. The Contractor shall generate strong recommendations for Participants as to the Risk-Targeting Programs in which they should consider enrolling based on risks, especially emerging chronic conditions or unsatisfactory chronic condition treatment, identified by the Health Risk Assessment, health questionnaire, biometric screening, or prior Risk-Targeting Program progress.

    a. **Example 1:** A Participant demonstrating a risk for diabetes should be encouraged to enroll in a Risk-Targeting Program that may help mitigate their risk, but should not be required to enroll in any specific Risk-Targeting Program.

b. **Example 2:** A Participant who does not smoke should not be allowed to enroll in a tobacco cessation program specifically designed to mitigate smoking risk.

5. Update curricula as necessary to refresh Risk-Targeting Program materials and incorporate findings from County/Contractor's quality control reviews of the Wellness Program results.

6. Manage Risk-Targeting Program enrollment process at initiation of Wellness and any subsequent Risk-Targeting Program selections by Participants. Wellness may impose reasonable limits upon the ability of Participants to switch Risk-Targeting Programs during the plan year.

7. Provide Participants with easy and convenient access to Risk-Targeting Programs by offering:

   a. Various engagement methods for Participants such as, online, telephonically, health kiosks, etc.
   b. Compliant common systems requirements. Any online programming should be easily accessible with standard computer programs and browsers.
   c. All programming in English. Spanish is optional.

   Note: Active participation in the Wellness Program's diabetes management program qualifies as participation in a weekly program – and no additional participation is necessary. Information about this program should be communicated via health check-ins to self-identified diabetics.

8. Provide periodic, optional Risk-Targeting classes for parents and/or families with children having childhood asthma or childhood diabetes.

9. Provide periodic, optional infant care educational classes for parents and/or families.

F. Member Tracking

1. Manage Eligible Member sign-up during the Wellness Program's enrollment period. Contractor shall maintain a master list of:

   a. Enrolled Participants, and;
   b. Any Eligible Member enrolled in the County's healthcare program which elects to not participate and/or opted-out of the Wellness Program.

2. Develop reasonable criteria for Active Engagement in each Wellness Program component:

   a. Health Risk Assessment scheduling and attendance,
   b. Health Check-Ins scheduling and follow-through,
   c. Active participation in Risk-Targeting Programs.

   Criteria should balance rigor of the Wellness Program with reasonable convenience for Participants, with specific attention to low impact engagement for healthy Participants. The goal of this criterion is to ensure active engagement and minimize non-active participation.

3. Identify critical component for compliance criteria is Active Engagement. Active Engagement cannot be defined in terms of attaining set targets in physical characteristics or behavior (e.g., target blood pressure, weight, food consumption, exercise goal attainment, etc.)

4. Include a process to acknowledge and track approved Participant short-and long-term absences from the Wellness Program (e.g., grievance period, sabbatical, medical leave, etc.), temporarily exempting Participants from the Wellness Program's Active Engagement criteria.

5. Track Participant compliance with Health Risk Assessment, Health Check-Ins, and Risk-Targeting Programs (through maintenance/updating of the master list).

6. Establish a system of warnings for Participants to alert them of instances of non-compliance. The system should be flexible and attempt to notify Participants via multiple means including phone, e-mail, or any other practical means. All warning notifications should produce a verifiable receipt and audit path.

7. Allow for a minimum of two separate non-compliance infractions and subsequent warnings without consequence.
   Non-compliance that results in expulsion from the Wellness Program will be determined at third infraction.

8. Identify communication method and define all Active Engagement compliance criteria, infractions, and warning system to be utilized in notifying Participants.

9. Facilitate the County's right to audit compliance process and resulting opt-outs annually. In the event the audit shows the compliance criteria was not adhered to, resulting in an understatement of Participant opt-outs, the Contractor shall be obligated to reimburse the County for all overstated Participation payments.

   Note: This audit will be conducted by a third party, if at any point, any private medical information or records are encountered.

10. Notify Participants of their removal from the Wellness Program due to their third infraction caused by their non-compliance with the Wellness Program requirements. The Contractor's notification will inform the Participant of the change in their status, along with any additional information deemed necessary by the Contractor.

11. Provide participation details to the County for any County-administered process for hearing disputes or appeals by Participants who feel they have been unduly declared non-compliant with the specified Active Engagement criteria. This process will occur monthly to make allowances for extraordinary life events on a verifiable, good faith basis. The Contractor's responsibilities will include providing details validating the decision to declare a Participant non-compliant (e.g. documentation of timing of when warnings were issued, Participant receipt of warnings, etc.). The Contractor shall also be expected to reinstate Participants who are deemed to have been unfairly removed from the Wellness Program. No appeal based on that necessity will be heard by County personnel.

G. **Launch of Wellness Program/Annual Enrollment**

1. Develop and design various brochures, pamphlets and materials, including any individual Participant waivers of liability (against the County) as may be required and as subject to the approval of the County's Project Manager. If such printed materials need to be mailed to Participants, then the Contractor shall arrange to have the most cost efficient method and mechanisms in place to execute this task when required.

2. Provide presentation and informational materials to support the County's launch of Wellness (e.g., a "Know Your Numbers" campaign encouraging employees to know three key health metrics; BMI, blood pressure and cholesterol).

Note: The County anticipates approximately 50 rollout events after the announcement has been made, and before the Wellness Program is launched. Contractor will provide sufficient material and staff as needed, at the County's sole discretion, to be utilized at said meetings for the benefit of County employees and labor union representatives.

3. Acknowledge that no contractual provisions, correspondence to the County or other document, should limit the Contractor's responsibility for the accuracy and completeness of these materials or for compliance with all laws, statutes and ordinances.

4. Develop and maintain a Wellness Program website specifically for the County that provides readily accessible and substantive information about the Wellness Program for Eligible Members seeking additional information.

5. Conduct a minimum of one training session for approximately 50 County benefit/human resource professional drawn from various departments, in preparation for the Wellness Program launch. Such training session(s) should serve as "train the trainer" events to fully prepare the Wellness Program's representatives and County personnel to answer common/anticipated questions during the enrollment period.

H. Ongoing Reports

1. Develop monthly informative and actionable communications highlighting the progress of the Wellness Program and indicating trends and utilization. Communications should summarize high-level macro trends including participation, program enrollment, and key behavior and biometric benchmarks. Provide identified performance data (which in form and substance protects the privacy of County employees) to the County once a quarter; such reports should conform to HIPAA requirements.

2. Produce monthly reports electronically in a file-format necessary to interface into a County-designated application which include, but are not limited to:

   a. Complete Master List refresh update of current Participant population by unique identifier tag and work location, monthly, unless requested otherwise,
   b. List of opt-out population, by unique identifier tag and work location,
   c. Wellness Risk-Targeting Program enrollment population by Program type,
   d. Active participation.

3. Tailor communications and presentations, as deemed necessary by the County, at its sole discretion, for the purpose of updating County officials. The Contractor shall also develop a newsletter type format for updates to Wellness Program Participants.

4. In the event the County enters into a separate agreement (with the Contractor or third party administrator at a future date) to integrate medical and pharmacy claims data through predictive modeling to develop risk profiles, Contractor shall share data as required by law in an accessible format.

I. Miscellaneous Communications

1. To the extent permitted by law and only if directed by the County, the Contractor shall participate in a data exchange with any third party administrator authorized by the County, for purposes of Wellness Program analysis.

2. Provide telephone (advisory) and face-to-face service (on-site) to Participants for the purpose of answering

questions about the Wellness Program, during reasonable hours.

J. **Other Requirements**

1. Advise and orient the County on the Wellness Program's initiatives and industry trends. The Contractor will be responsible for advising the County of all operational changes, industry specific litigation, practices and pending legislative changes that may affect coverage provided under the services during the term of the Agreement.

2. Provide all information that is necessary for the effective provision of the Wellness Program, including legal and administrative advice and assistance as needed.

3. Maintain confidentiality of County employees' records in compliance with all federal, state, and local regulations, in addition to maintaining other information deemed proprietary or confidential by the County or pursuant to applicable law. Any data provided by the County, employees or encountered by to the Contractor during the performance of the services relating to any County employees, should be kept strictly confidential, and may not be sold, marketed, furnished or otherwise made available to any person or entity for any purpose.

4. Ensure that any Wellness Program participating providers are appropriately licensed, insured and of high quality and meet all other requirements specified by the Contractor.

5. Retain all records directly or indirectly related to its performance of services during the term of any contract and for a period of 5 years after termination or expiration of any contract, or until all pending disputes are resolved. The County has the right to review, abstract, audit and copy all records and accounts of the Contractor directly or indirectly related to any contracts with the County.

6. Ensure that in no case may services be offered except by persons and firms authorized and duly licensed as required by federal, state and/or local laws or regulations. The Contractor shall provide to the County's Project Manager annual evidence of all licenses and certifications, as may be necessary, to provide the Wellness Program's Scope of Services, as described herein.

7. Provide such services in conformance with applicable federal and state laws and regulations, County ordinances, personnel policies, procedures, rules and the terms of the applicable Wellness Program.

2.7 Data and Reporting Provisions

The Contractor shall:

1. Provide the following reports (which should include the information as stated below):

   (a) **Monthly Claims Activity Reports**
   Monthly report of billed and paid claims due to the County by the 15th of the following month, segregated by bargaining unit, active employees, Medicare and Non-Medicare eligible retirees, and further categorized with dependents and COBRA beneficiaries identified separately (active and retirees).

   (b) **Annual Utilization Data Reports**

Annual Utilization Data Report is due to the County within 90 days of the close of the Plan Year, showing in-patient utilization by hospital, outpatient utilization and physician by type of service.

(c) **Annual Care Management/Disease Management Reports**
Annual Care and Disease Management Reports are due to the County within 30 days of the close of the Plan Year, showing utilization by Benefit Program (High Risk Stratification, Disease Specific; and Quality Management).

(d) **Annual Prescription Drug Management Reports**
Annual Prescription Drug Management Report is due to the County within 30 days of the close of the Plan Year, providing cost indicators including brand and generic drug utilization, Formulary and non-Formulary utilization with separate specialty drug cost indicators.

(e) **Quarterly Data Feeds**
Quarterly Data Feeds are due to the County or its assigned consultant within 30 days of the close of the quarter, showing quarterly data feeds including all medical and pharmacy claims and covered membership.

(f) **Quarterly Quality and Performance Management Dashboards**
Quarterly Quality and Performance Management Dashboards showing a graphical presentation of the current status (snapshot) and historical trends of the County's key performance indicators to enable instantaneous and informed decisions to be made.

(g) **On-Demand Reports**
On-Demand Reports showing trends over time on advanced analytics to identify drivers of Plan quality, cost and utilization, as requested by the County. On-Demand Reports should be segregated by bargaining unit, active employees, Medicare and Non-Medicare eligible retirees, and COBRA further categorized with dependents and beneficiaries identified separately (active and retirees), as requested by the County.

On Demand Claims Data Report should be provided within 10 business days of the County's request. Such report should include, but not be limited to:

a. paid claims data by month,
b. incurred claims data by month,
c. disruption and network data as requested,
d. prescription drug and behavioral health care claims, and;
e. large claims and utilization data as requested.

(h) **Quarterly Reports**
Quarterly Reports due to the County 30 days from the close of the quarter, showing Return on Investment (ROI) for the Wellness Program, and or any cost containment programs and Pharmacy rebate reconciliation.

2. Provide web-based access to eligibility, census data and individual claim information to the onsite customer service representatives for the County.

3. Maintain utilization statistics based on the resultant desired County Plan structure.

4. Provide to the County and its designated consultant, as applicable, with on-line access to the selected Contractor's reporting system in order to retrieve standard and ad hoc claims and utilization reports.

The County is ultimately interested in accessing/receiving all information through web-based reporting. The Contractor will provide a timeline and data available to the County, for the implementation of such web-based reporting, within 90-days of contract effective date.

2.8 Administrative and Related Services

The Contractor shall:

1. Consent to the County's self-billing process as all benefit plans should be administered on a self-billing fee/premium rate remittance basis.

2. Consent to bi-weekly bank wire-transfers of fee/premium payments, which will be remitted for the prior pay period. The Contractor should grant a 30 day grace period for active and paid leave status employees.

3. Establish a benefit plan account ("Account") with a Qualified Public Depository bank agreed upon between the County and the Contractor. The account should be in the name of the County for the exclusive use of the County's plan. An initial imprest balance will be maintained in the Account. Should it become necessary to increase the imprest amount, the County will agree to do so based on satisfactory evidence, at the County's sole discretion, from the Contractor of insufficient funds. The Account should be funded weekly by the County based on electronic reports provided by the Contractor of issued checks. The County will issue payments via wire transfer. Any interest earned in the Account should be accrued to the County and any banking fees will be charged to the Account.

4. Establish an account ("Disbursement Account") with a Qualified Public Depository bank for the purpose of disbursements. The Disbursement Account should be in the name of the Contractor. The Contractor, on behalf of the County, should issue payments from the Disbursement Account for Medical Plan benefits and Medical Plan-related expenses in the amount the Contractor determines to be proper under the Medical Program and/or under and future agreement resulting from the Solicitation. The Contractor shall provide to the County a monthly reconciliation of the Disbursement Account.

5. Implement the County's Group Health Care Benefit Program in a timely manner for a January 1, 2017 plan effective date, with enrollment scheduled for November of 2016, as deemed necessary by the County.

6. Pursue Coordination of Benefits (COB) before payment of claims. The Contractor shall administer potential subrogation on a "pay, then pursue" basis. Subrogation action should not be pursued against the County for Workers' Compensation claims that have been denied by the County. The Contractor shall annually identify all fees, percentage and to whom these fees are paid that are associated with such services but not limited to COB, subrogation, bill negotiations, etc. In addition, the Contractor shall provide a quarterly report on claims that have been recovered, including the total amount, amount of recovery, fee/percentage and amount reimbursed to the County.

7. Coordinate directly with Medicare, on behalf of retirees, in processing Program claims for Medicare eligible retirees.

8. Administer appropriate procedures to carefully monitor and report the status of over-age unmarried dependent children and dependent children of Domestic Partner (26 years and over) to ensure satisfactory proof of eligibility is obtained and that coverage complies with Federal and State regulations, including COBRA status. Dependent children and dependent children of Domestic Partner losing group coverage due to age or loss of dependent status should be notified of their COBRA rights. The Contractor

shall notify the County within 60 days after the open enrollment effective date (January 1st of each year) of any discrepancies in eligibility including employee name, dependent to be deleted and any change in coverage level.

9. Provide all COBRA administration, including mailing of initial COBRA notification after receiving notification of a qualifying event from the County. The services required also include billing of beneficiaries and collection of appropriate premiums.

10. Verify dependent eligibility at initial enrollment and over age dependents and dependents with different last names at subsequent open enrollments, and notify the County within 60 days of any discrepancies in eligibility. The Contractor shall verify eligibility for new hires and new enrollees within 30 days and notify the County of any discrepancies in eligibility.

11. Perform a bi-weekly reconciliation of accounts based on bi-weekly eligibility files (daily for retirees) provided by the County. The Contractor shall notify the County in writing within 10 business days of any discrepancies, to include Member name, Member identification number, name of ineligible dependent and change in coverage level, if any.

12. Provide a local account representative (who should be physically located in the Tri-County area, and be approved by the County) with full account management capabilities. The account representative should assist the County in the administration of the Plan approved by the County, in providing all necessary and related services for employees, in obtaining the appropriate resolution of issues including claims problems, and in any other way requested, related to the Services stated herein.

13. Ensure that Contractor's Account Executive/Manager and account management team shall:

    - Devote the necessary time to manage the account and be responsive to County needs pertaining to this Scope of Services (this includes being available for frequent telephone calls and on-site consultations with the County staff located in Miami, FL.);
    - Provide the County with mobile phone numbers and email addresses of all key account management personnel;
    - Be thoroughly familiar with all of the proposing company's functions that relate to the County's account; and,
    - Act on behalf of the County to effectively advance County action items through the selected Contractor's corporate approval structure.

14. Provide four (4) dedicated on-site customer service representatives. On-site representatives will be housed at the County administration building and/or other County designated locations. The Contractor shall provide computer terminals, printers and fax machines for its representatives that have on-line access capabilities of employees' eligibility and claims information, provide customer service related functions, and assist in plan administration. The on-site representatives should adhere to regular business days/hours pursuant to the County's business schedule in order to be easily accessible to employees. If an on-site representative is on vacation, or otherwise absent for an extended period, a replacement representative should be provided. Further, the County may request replacement of the on-site representative if he/she is not performing in a satisfactory manner, at the County's sole discretion. The County will advise the Contractor of any performance concerns and allow adequate time to resolve before requesting such replacement.

15. Provide an off-site dedicated member service team, based on one (1) dedicated member service team representative per 5,000 members enrolled in the Plan. The Contractor's designated member service

team should receive training on the specifics of the County's Program, to be provided by the Contractor. There should also be a dedicated phone, fax number and webpage for County employees to access.

16. Comply with the Performance Guarantee Standard Provisions which provides an outline of the current standards. Compliance with Performance Guarantee Standard should be measured annually at the end of each Plan Year and any non-compliance within each category should be assessed the amount at risk liquidated damage, payable to the County.

17. Ensure that the Contractor's claims processing system is fully integrated with its eligibility system, which continuously receives feeds from the County.

18. Allow the County, or its representative in addition to the rights contained herein, the right to perform an annual audit of all medical and prescription claims, utilization management files, financial data and other information relevant to the County's account. The results of this independent audit will determine liquidated damages, in addition to recoveries, for failure to meet Performance Standards. The Contractor shall maintain appropriate internal audit procedures for claims and customer service administration. Additional audit programs such as pre-disbursement audits, audits of selected providers, and audits of specific services are also desirable. Fraud prevention and detection procedures should be maintained by the Contractor, including appropriate reporting to authorities.

19. Allow the County or its representative access to review and audit physician, hospital, and pharmaceutical provider contracts, to include, but not limited to, the pricing and terms and conditions of such contracts.

20. Provide all necessary data, reporting and reconciliation support as needed by the County for its participation in the Retiree Drug Subsidy ("RDS") Benefit Program under Medicare Part D. Such support will not include the preparation or submission of the actuarial attestation required for participation in the RDS Benefit Program. Contractor shall provide at no additional cost to the County, Medicare Part D prescription subsidy filing.

21. Provide all necessary data, reporting and reconciliation support as needed by the County for its compliance with the Patient Protection and Affordable Care Act (PPACA), at no cost to the County.

2.9 Customer/Member Services

The selected Contractor shall:

1. Communicate any significant changes in Member Services, (e.g., phone messages, prompts and personnel, etc.) to the County in advance of such changes taking place. The Contractor shall receive the County's approval prior to implementing such changes to member service center and unit structure.

2. Provide the County with a dedicated (i.e., exclusive for Miami-Dade County) live Member Customer Service Team accessible via a toll-free telephone line. Such Team should receive training to be provided by the Contractor on the specifics of the County's Plan. There should also be a dedicated Interactive Voice Response phone number for County employees to access 24/7, 365 days a year.

3. Agree to the County's or the County's Benefits Consultant's, developed and administered customer satisfaction survey tools specific to the County's Plan. The County and the Contractor shall work in unison to develop the survey. The survey should be conducted annually, at the County's discretion. All customer satisfaction tools should be approved by the County prior to execution. Results of the survey should be provided to the County with appropriate analysis and response by the Contractor.

4. Provide, within 30 days of the effective date of coverage, every new Member with a detailed explanation of the grievance procedures. Such notification should be provided to Members through the County's preferred method of delivery.

2.10 Additional Plan Design(s)

As the County evolves its healthcare benefits strategy, the Contractor shall adapt to any future changes to the Self-Funded Employee Group Healthcare Program that will achieve efficiencies and cost savings to the County, such as the design and creation of Additional Plan Design(s) at the County's sole and absolute discretion.

The County will determine whether it is in its best interest to incorporate such additional plan design(s) in the future. In making such determination, the County will consider, among other things, whether savings for the referenced items can be achieved.

2.11 Additional Services

The County may also consider incorporating the opportunity to bundle dental, vision and ancillary benefit services to the existing healthcare Program in the future. The County will determine whether it is in its best interest to incorporate such additional benefit services in the future. In making such determination, the County will consider, among other things, whether savings for the referenced items can be achieved.

Appendix B

PRICE SCHEDULE

Fees	A. Core Services, Wellness and Disease Management Included				
	PY 2017	PY 2018	PY 2019	PY 2020	PY2021
ASO Fees, includes the following: (PEPM) • Access Fees • Utilization Review/Medical Management Fees • Pharmacy Interface Fees • Quality Assurance • Claims Administration • Credentialing • Grievance/Appeals Administration and External Appeals • DUR Fees • Behavioral Health/Substance Abuse • Standard Reporting	$31.54	$31.54	$31.54	$31.54	$31.54
Rx Rebate Credit PEPM	$10.15	$10.15	$10.15	$10.15	$10.15
Smart Shopper PEPM	$1.00	$1.00	$1.00	$1.00	$1.00
NIA High Tech Radiology PEPM	$0.63	$0.63	$0.63	$0.63	$0.63
Prescription for Healthy Living PEPM	$0.20	$0.20	$0.20	$0.20	$0.20
Wellness Program Fees (PEPM/PPPM)					
Set-Up Fees	$25,000	N/A	N/A	N/A	N/A
Base Fee PEPM	$1.01	$1.01	$1.01	$1.01	$1.01
Biometric Screenings (Per Screening)	$43.00	$43.00	$43.00	$43.00	$43.00
Health Fairs PEPM	$0.20	$0.20	$0.20	$0.20	$0.20
Gym Subsidy PPPY (Per Participant Per Year)	$245.00	$245.00	$245.00	$245.00	$245.00
Web/Phone Based PPPY (Per Participant Per Year)	$185.00	$185.00	$185.00	$185.00	$185.00
On-Site Coordinator PEPM	$0.66	$0.66	$0.66	$0.66	$0.66
Disease Management Program Fees (PEPM/Per Participate Per Month)					
Asthma PPPM	$42.70	$42.70	$42.70	$42.70	$42.70
CAD PPPM	$79.09	$79.09	$79.09	$79.09	$79.09
COPD PPPM	$99.86	$99.86	$99.86	$99.86	$99.86
Diabetes PPPM	$86.81	$86.81	$86.81	$86.81	$86.81
Heart Failure PPPM	$129.08	$129.08	$129.08	$129.08	$129.08
Low Risk/Educational Only PPPM	$1.40	$1.40	$1.40	$1.40	$1.40

Notes:

1. All fees quoted are on a mature basis (inclusive of run-out administration).
2. The fees quoted are a guaranteed blended rate as outlined above.

3. Fees quoted may be inclusive of other services as identified in the original B-1 Form.
4. The compensation to the Contractor shall be based on the actual enrollment of employees. The County does not guarantee any enrollment figures or participation.
5. The ASO fees for additional plan years will be negotiated.
6. Commissions shall be not included in the County rates.

Appendix C

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and AvMed, Inc., Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

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

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

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

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

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the

County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

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

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such

PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction.** Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D
Performance Guarantee Standard Provisions

A. Medical (excludes Prescription Drugs)

Category	Standard	Measurement	Percentage of Fees at Risk
Claims Financial Accuracy	99% payment accuracy ratio	Total dollars paid correctly (total dollars actually paid minus the absolute value of overpayments and underpayments) divided by total dollars that should have been paid for the audited sample. Prescription Drug claims are excluded from this measurement.	Maximum Annual Liquidated Damage: $150,000
Claim Coding Accuracy	95% coding accuracy ratio	Total number of claims correctly processed divided by the total number of claims audited. Prescription Drug claims are excluded from this measurement.	Maximum Annual Liquidated Damage: $150,000
Claims Turnaround	90% within 10 business days; 98% within 22 business days; Pended claims not to exceed 6% of processed claims	Time from the date a claim is received to the date it is processed (i.e., paid, pended or denied) excluding weekends and holidays (clean claims only). Prescription Drug claims are excluded from this measurement.	Maximum Annual Liquidated Damage: $150,000
Telephone Response Time (with a live person)	90% within 35 seconds	Telephone system should provide statistics regarding time from call connecting to the 800# to the time it is answered by a live person.	Awardee and MDC will monitor response time to ensure optimal performance is met, and will meet as needed to address performance issues. Maximum Annual Liquidated Damage: $25,000
Telephone Abandonment Rate	Less than 5%	Percentage of calls in which the caller hangs up before the call is answered by a live person.	Awardee and MDC will monitor response time to ensure optimal performance is met, and will meet as needed to address performance issues. Maximum Annual Liquidated Damage: $25,000
ID Cards	98% mailed within 5 business days	Time from the date of receipt of each electronic eligibility file to the date the ID card is mailed excluding weekends and holidays.	With the exception of the annual open enrollment period, Awardee agrees to the standard requiring

Appendix D
Performance Guarantee Standard Provisions

Category	Standard	Measurement	Percentage of Fees at Risk
			98% of ID cards being mailed within 5 business days of receipt of a valid eligibility file. During the peak open enrollment period, Awardee will commit to a standard of mailing 98% of ID cards within 10 business days. Maximum Annual Liquidated Damage: $100,000
Annual Employee Satisfaction Survey	Achieving agreed-upon employee satisfaction results each year during contract period	Survey instrument to be developed by County and agreed upon with Contractor that facilitates separate reporting for members currently enrolled with Contractor vs. newly enrolled members beginning in 2017. Each category of membership will be separately evaluated and the maximum annual penalty will be divided equally between the two (2) categories.	Contractor is expected to achieve satisfied or very satisfied survey results of 85% or higher for the members enrolled with Contractor prior to 2016. For new enrollees in 2017, Contractor is expected to achieve satisfaction results of 75% or higher. Maximum Annual Liquidated Damage: $150,000
Eligibility			
Turnaround	Bi-weekly eligibility electronic files updated daily	Electronic acknowledgement of file receipt and confirmation of date update performed provided to the County within one (1) business day after the file is posted to the County server.	Maximum Annual Liquidated Damage: $50,000
Accuracy	98% of all eligibility records complete and accurate	Total number of records complete and accurate divided by the total number of records audited.	Maximum Annual Liquidated Damage: $150,000
Release of Reports	Provided within specified days of end of reporting period, based on report	Time from the date the reporting period closes to the date the report is mailed. Reporting period close is dependent on the frequency of the specific report.	Awardee will provide MDC with agreed-upon reports in electronic format within 15 business days after the end of the reporting period. Maximum Annual

Appendix D
Performance Guarantee Standard Provisions

Category	Standard	Measurement	Percentage of Fees at Risk
			Liquidated Damage: $0
Miami-Dade County Satisfaction	Meet 95% of all targets agreed upon by the County and the Contractor	Implementation schedule will be mutually established with measurable targets and commitments	Maximum Annual Liquidated Damage: $25,000
Miami-Dade County Satisfaction	Satisfaction with ongoing relationship as defined by the service categories	Service categories are as follows: Evaluation categories: • Continuity of Account Management Team • Responsiveness regarding claims issues • Follow up on pending items • Appropriate level of training provided to – Member Service Unit – On-Site representatives – Claims staff • Accessibility of Contractor's Account Management/Executive team Measurement criteria: Scale: 5 = Outstanding 4 = Above Satisfactory 3 = Satisfactory 2 = Needs Improvement 1 = Unsatisfactory Maximum Achievable Score = 25 Performance Guarantee at Risk: $25,000 Score: 20–25 = $0 Liquidated Damage 15–19 = $5,000 Liquidated Damage 10–14 = $15,000 Liquidated Damage Below 10 = $25,000 Liquidated Damage	
Provider Turnover	Less than 7% annually	Percentage of providers who left the network voluntarily during the plan year.	Awardee agrees to a Provider turnover rate of 7% or less Maximum Annual Liquidated Damage: $50,000

Appendix D
Performance Guarantee Standard Provisions

B. Wellness/Disease Management Programs

The Wellness Program performance standards include disease management and are outlined over the initial three plan years, with participation and engagement guarantee being the initial focus of plan year one (2017), and health behavior and risk improvement guarantees in plan years two and three (2018 and 2019). Performance Standards for remaining plan years (2020 and 2021) will be developed through the evaluation of outcomes for initial three plan years – and will be incorporated into any resultant contract through a supplemental agreement.

Category	Standard	Measurement	Percentage of Fees at Risk
Participation Plan Year 1 (Jan. 1 – Dec. 31, 2017)	Over 50% participation of all Eligible Members.	At the end of the **first plan year,** program participation will exceed 50% of all Eligible Members.	Maximum Annual Liquidated Damage: 20% refund of PEPM/PPPM Fees
Participation Plan Year 2 (Jan. 1 – Dec. 31, 2018)	Minimum of 7% of Program Participants demonstrate a minimum improvement in health behaviors/risks	At the end of the **second plan year,** improvement in health behaviors/risks of no less than 7% of Program Participants that are targeted in the Proposer behavior change campaigns, as measured by the Personal Health Assessment. (For example: At the end of plan year two, Program participants will be 7% more physically active than when they started such Program).	Maximum Annual Liquidated Damage: 20% refund of PEPM/PPPM Fees
Behavior/Health Risks Plan Year 3 (Jan. 1 – Dec. 31, 2019)	Savings in medical expenditures of program participants should total at least 150% of the cost to deliver Program	At the end of the **third plan year,** Program participants will have fewer medical expenditures than non-participants. The savings in expenditures should total a minimum of 150% of the cost to deliver the Program. **This is a 150% guaranteed return on investment.**	Maximum Annual Liquidated Damage: 20% refund of PEPM/PPPM Fees

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Unless explicitly indicated otherwise, all components listed below will be available beginning on January 1, 2017. Components listed below supersede any comparable references indicated in the original proposal document.

Wellness Program Support

1. AvMed agrees to provide enhanced reporting data specific to the County Wellness Program. This enhanced reporting will include an annual Return on Investment ("ROI") summary documenting the Wellness Program costs and the savings to the health plan attributable to the Wellness Program. The report will include a description of how Program savings are calculated. The report will include results split by Department, Bargaining Unit, and any other criteria that can be reasonably tracked by AvMed and requested by the County.

AvMed agrees to provide the following changes in Wellness Program funding. AvMed shall provide the services of a both a Prenatal Education Advisor and a Nutritionist at no additional charge to the County. AvMed will work with the County to develop a calendar of regularly scheduled hours for the onsite Health Coaches to be available to provide blood pressure screenings for County employees.

Prenatal Advisor (Part-Time)

The County would like AvMed to provide extra tools through a Prenatal Advisor .After an employee's first prenatal doctor visit, employees who enroll in the Wellness Program should receive:

- Prenatal care advice
- Guidelines for alcohol and pregnancy
- Help in preventing preterm labor
- Information on taking folic acid
- Help to quit smoking during pregnancy
- A checklist of what to take to the hospital
- Information about caring for a newborn

If an employee is identified as being at increased risk for delivering a premature or low birth-weight baby, they'll receive one-on-one help from an AvMed case manager to navigate the health care system and increase the likelihood of a healthy pregnancy.

Nutritionist (Full-Time)

Nutrition counselling is the most effective way to work with employees on specific health concerns or chronic conditions. The nutritionist should be a registered dietitian that would meet with employees individually or in small groups (3 people) at various County locations to review their health history, diet and lifestyle and create an eating plan to meet their goals. These sessions should provide personalized recommendations and ongoing support. The Nutritionist would also provide wellness education seminars to assist the County improve the healthy food offers at our food concessions and vending machines.

Minimum qualifications: A food and nutrition expert who has successfully completed a minimum of a bachelor's degree at a US regionally accredited university or college and course work approved by The American Dietetic Association (ADA).

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Both positions would be primarily located at the Stephen P. Clark administration building, 111 NW 1st Street, Miami, FL and would need similar or the same accommodations as provided to the On-Site Client Service Team.

2. In addition, AvMed agrees to develop, produce, and fulfill up to $100,000 in communications materials directly related to the launch of the County wellness program, bringing the total first year Wellness contribution from AvMed to $600,000. The County's Wellness Program will provide cash incentives of equal value for employees who complete each of the following:

    - Personal Health Assessment
    - Online Wellness Training
    - Wellness Screenings
    - Wellness Seminar Attendance.

Reporting

3. AvMed agrees to enhance its reporting package to include the following standard industry reports with flexible online access option for viewing and preparing with current data and auto updates. Reporting scope, details and metrics will be determined jointly by the County and AvMed.

Reports	Frequency
Financial	
Claim Expenses by Size of Payment	10th business day following end of month
Claims by diagnostic category (ICD-10)	10th business day following end of month
Claims Lag	10th business day following end of month
Large Loss Claims Payments	10th business day following end of month
Payments by Benefit Type	10th business day following end of month
Payments by Month	10th business day following end of month
Administration (detailed summary exhibits of fee for service payments, claims, and reserve charges and admin expenses	Annually, 45 days after end of period.
Financial Summary - cost, trends, key trend indicators	Quarterly, Annually
Financial Managed Ad Hoc	On Demand
Managed Pharmacy	
Pharmacy Plan Performance	25th of the following month for priority month activity
Pharmacy Cost and Utilization by Month	25th of the following month for priority month activity
Pharmacy Critical Indicators	25th of the following month for priority month activity
Key Generic Substitution Indicators	25th of the following month for priority month activity
Pharmacy Utilization by Gender and Age	25th of the following month for priority month activity
Top Drug Utilization by dollars spent and number of scripts	25th of the following month for priority month activity
Top Therapeutic Class Utilization	25th of the following month for priority month activity
Specialty Pharmacy Utilization	25th of the following month for priority month activity
Pharmacy Summary	Quarterly - 45 days following close of period
Pharmacy Ad Hoc	On Demand
Medical Management	
Cost and Utilization by Procedure	25th of the following month for priority month activity
Utilization by Diagnosis	25th of the following month for priority month activity
Inpatient Utilization by Diagnosis	25th of the following month for priority month activity
Outpatient Utilization by Diagnosis	25th of the following month for priority month activity
Listing of monthly wire transfers to reconcile claims payments	25th of the following month for priority month activity

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Network Performance	
Network Utilization	10th business day following end of month
Top Hospitals ranked by Total Net Paid	10th business day following end of month
Top Physicians ranked by Total Net Paid	10th business day following end of month
Network Ad Hoc	On demand
Plan Performance	
Claim Experience	10th business day following end of month
Inpatient Utilization and Cost by Admission Type	10th business day following end of month
Member Cost Sharing Detail (POS)	10th business day following end of month
Distribution of Discounts by Network and Plan	10th business day following end of month
Distribution on Ineligible Charges	10th business day following end of month
Distribution of Other Savings	10th business day following end of month
Utilization and Cost by Provider Type	10th business day following end of month
First Call Resolution rate	10th business day following end of month
Medical Dollar Ad Hoc	On demand
Medical Utilization Ad Hoc	On demand
Preventive Care Compliance Summary	Quarterly, Annually
Healthcare Cost Management Summary	Quarterly, Annually
Plan Performance Summary	Quarterly, Annually
Cost and Utilization Summary	10th business day following end of month
Membership/Enrollment	
Membership Report by Month	10th business day following end of month
Membership Report by Department	Quarterly - 45 days following close of period
Membership Report by Bargaining Unit	Quarterly - 45 days following close of period
Membership with Demographic and Geographic Factors	Quarterly - 45 days following close of period
Membership Summary	Quarterly, Annually
Membership Managed Ad Hoc	On Demand
Participation	
Health Risk Change (Pre and Post) using HRA and Biometric Screening as baseline markers	Annual
Coaching Updates with Biometric and HRA reporting highlights · participation, goals set/achieved, other metrics to demonstrate efficiency of the program	Quarterly - 45 days following close of period
Clinical Outcomes	Quarterly - 45 days following close of period
Participant Satisfaction	Annually - 45 days following close of period
Claims Savings (Medical, RX, Diagnosis)	10th business day following end of month
ROI (Active Cases, Engaged, #Targeted Members, #Unable to Reach source/reason, closure reason, Avg. case duration case management. referral sources and reasons)	Quarterly - 45 days following close of period
Absenteeism/Productivity/ Quality of Life - Collection of Self-Reported data via Survey	Annually- Self Reported data via Survey
Call Counts per Member	Quarterly - Rolling 12 months
Clinical Summary - activities and savings associated with clinical mgmt.	Quarterly, Annually

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Wellness Savings (Aggregate details of Bio Screening, HRA, Overview of all aspects of the program with exec analysis of progress	Quarterly, Annually
Participation Summary	Quarterly, Annually
Wellness Impact (highlights potential cost savings)	Annually
Participation Ad Hoc	On Demand

4. AvMed agrees to provide reports by Department and Bargaining Unit to its annual yearend report.

5. AvMed agrees to provide annual predictive modeling based on clinical conditions. The scope of the predictive modeling will be determined jointly by the County and AvMed. The intent of this modeling is to understand the emerging and predicted future changes in the clinical conditions that affect the cost of the County plan.

6. AvMed agrees to provide a quarterly report no later than 45 days following close of period detailing activity under the Disease Management program. This activity will include, at a minimum, counts of the members contacted, counts of the members participating, total estimated savings achieved with an explanation of how savings are determined, and the total fees charged to the County.

7. AvMed agrees to provide designated County staff access to an online reporting system that will enable County staff to run their own reports.

8. AvMed shall implement a shared savings program designed to lower County costs. AvMed agrees to the shared savings fee schedule for each category of service listed in the table below. AvMed shall provide an annual report detailing the number of claims reviewed, the number of claims for which recovery was pursued, the total value of dollars recovered or saved, and the fee retained by AvMed for the services. Services shall be charged at the Target Level Shared Savings percentage. Shared Savings reconciliation will be performed by March 31st for prior calendar year. Surplus/Deficit payment will be made within 30 days of final reconciliation. Performance will be based on actual total savings as a percent of total paid medical claims in the calendar year.

Subrogation

Savings % of Medical and Pharmacy Paid Claims				AvMed Shared Savings %
less than	0.10%			10.00%
greater than or equal to	0.10%	but less than	0.15%	15.00%
greater than or equal to	0.15%	but less than	0.20%	25.00%
greater than or equal to	0.25%	but less than	0.30%	30.00%
greater than or equal to	0.30%			35.00%

Target Level = 25.00%

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Coordination of Benefits

Savings % of Medical Paid Claims				AvMed Shared Savings %
less than	2.00%			0%
greater than or equal to	2.00%	but less than	3.00%	25.00%
greater than or equal to	3.00%	but less than	4.00%	30.00%
greater than or equal to	4.00%			35.00%

Target Level = 25.00%

Administrative Services

9. AvMed agrees to grant designated County employees the ability to make changes in member eligibility through the online reporting system. Changes entered prior to 3 p.m. will be effective the following business day. Changes made after 3 p.m. will be effective on the 2nd business day following the change entry.

10. AvMed agrees to establish procedures for validating the eligibility of all dependents being added to the plan regardless of the last name and implement a dependent eligibility audit.

11. At the request of the County, AvMed agrees to implement any plan design changes requested by the County, to assist the County manage illness and injury to maximize attendance, productivity and employee well-being. Changes, additions or deletions to plan designs, programs and services will be allowed on an annual basis with an implementation date that coincides with the start of the next plan year. AvMed will absorb internal implementation costs, up a maximum of $50,000 per year, combined for all changes. Costs above this limit, as well as all third party costs, will be negotiated between the County and AvMed.

Additional Services

12. AvMed agrees to provide a telemedicine option to the County no later than July 1, 2017. This option would allow employees to receive physician consultations by phone or other media at any time. AvMed shall cover implementation costs for the service. Telemedicine shall be charged as a claim cost and funded through the normal claim process.

13. AvMed agrees to provide a mobile optimized website and/or smart phone and mobile applications that assist County employees in identifying and choosing network providers and in understanding their benefits.

14. AvMed agrees to conduct an annual online employee survey that seeks to measure employee satisfaction and solicit employee input. Specific measures, timing, and other variables shall be determined jointly by the County and AvMed.

15. AvMed agrees to engage additional outside vendors such as USI and Best Doctors to better manage the plan's cost and utilization and provide decision support to County employees. Changes, additions or deletions to plan designs, programs and services will be allowed on an annual basis with an implementation date that coincides with the start of the next plan year. AvMed will absorb internal implementation costs, up a maximum of $50,000 per year, combined for all changes. Costs above this limit, as well as all third party costs, will be negotiated between the County and AvMed.

Formulary Management

16. AvMed agrees that it will not add a new brand drug to the County's formularies until it first provides the County

with a summary of the decisions made by the Pharmacy and Therapeutics Committee that includes the rationale for adding or not adding a new brand drug to the formularies. The rationale will include both clinical and cost considerations. The County will have 10 days to review the AvMed cost/benefit analysis and approve the formulary change. If the County rejects any of the formulary additions the County shall provide AvMed with a written response confirming any recommendations that have been modified by the County and the associated rationale for each such modification. The County will allow AvMed an opportunity to discuss the issue. If the County does not want a drug to be added to the formularies, AvMed agrees not to add the new drug to the County formulary.

Performance Guarantees

Performance Standards as well as associated liquidated damages will be established as part of an appendix to the Contract (Appendix C), which will include the expected performance, damages for failure to meet the performance requirement and any limitations (maximum amounts).

17. AvMed agrees to provide a performance guarantee specific to behavioral health benefits. The performance guarantee will be linked to an action plan to be presented to the County no later than October 1, 2016. The action plan will identify specific activities that must be met by AvMed. In addition to the action plan, AvMed will agree to allow the County to perform audits on third party vendors. Failure to meet the requirements of the performance plan will result in financial penalties not to exceed $100,000 per year combined for all measures.

18. The County agrees to amend the Telephone Response Time (with a live person) to match the current standard of 90% within 35 seconds.

19. AvMed agrees to provide a network medical discount guarantee of 63 percent. The medical discount achieved will be calculated by subtracting from 100 percent the ratio of the total Allowed Charges for services rendered by network providers by the total Eligible Charges for services rendered by network providers. Eligible Charges are amounts billed less any amounts denied because they are not for eligible services under the County plan. Allowed Charges equals the Eligible Charge less negotiated provider discounts. Failure to satisfy the guarantee will result in damages equal to a portion of the ASO fees. For each 1 percent by which AvMed fails to satisfy the guarantee, AvMed will refund 3 percent of its ASO fees for the year in question, subject to a maximum damages of 15% of the ASO fee paid by the County. The discount will be measured on an incurred claim basis including claim runout for 3 months after the end of the plan year. If the actual medical network discount is greater than 64 percent, AvMed will retain 15 percent of total savings above the 65 percent threshold. AvMed will provide documentation of the yearly discount results to the County by May 15th of the following year and the County will have the right to audit the calculation.

Network Medical Discount Guarantee

Actual Network Medical Discount % Achieved				AvMed Shared Savings or Penalty Amount
		greater than or equal to	65.00%	shared savings equal to 15% of savings over threshold
greater than or equal to	63.00%	but less than	65.00%	no penalty
greater than or equal to	62.00%	but less than	63.00%	penalty equal to 3% of ASO fee
greater than or equal to	61.00%	but less than	62.00%	penalty equal to 6% of ASO fee

greater than or equal to	60.00%	but less than	61.00%	penalty equal to 9% of ASO fee
greater than or equal to	59.00%	but less than	60.00%	penalty equal to 12% of ASO fee
		less than	59.00%	penalty equal to 15% of ASO fee

20. AvMed shall guarantee the pharmacy discounts proposed in its response to the RFP. The pharmacy discount will be defined as 100 percent minus the ratio of the Allowed Ingredient Cost to the Average Wholesale Price. Each guarantee (retail brand, mail order brand, retail generic, and mail order generic) will be measured separately and failure to satisfy any of the guarantees will result in a penalty, regardless of the performance on any of the other guarantees. If AvMed does not meet the guarantee, AvMed shall pay the County the full amount by which they failed to satisfy the guarantee, as damages. The discounts will be measured on an incurred claim basis including claim runout for 1 month after the end of the plan year. AvMed will provide documentation of the yearly discount results to the County by March 31st of the following year and the County will have the right to audit the calculation.

AvMed shall guarantee the pharmacy rebate proposed in its response to the RFP, removing the requirement for the County to reimburse any deficit resulting from actual rebates being less than the rebate credit applied to the ASO fee. As an additional item, the County agrees to the following shared savings schedule as a mechanism to drive performance and ensure maximum results for the County. AvMed will provide documentation of the yearly rebate results to the County by April 30th of the following year.

Pharmacy Rebate Shared Savings Scale (PEPM rebate amount in excess of agreed to rebate credit)					**AvMed Share of Savings**
Greater than:	$0.00	and less than or equal to:	$2.00	=	15%
Greater than:	$2.00	and less than or equal to:	$3.00	=	20%
Greater than:	$3.00	and less than or equal to:	$4.00	=	25%
Greater than:	$4.00			=	30%

ASO and Other Fees

21. AvMed agrees ASO Fees, as stipulated in the Payment Schedule - Appendix B, shall remain fixed for the initial five year period and limited to an increase of no more than 5% per year for any extension, as may be exercised by the County. Additionally, any other fees negotiated during the performance of this Agreement for any changes to and/or additions to the Plan shall remain fixed throughout the term of this Agreement.