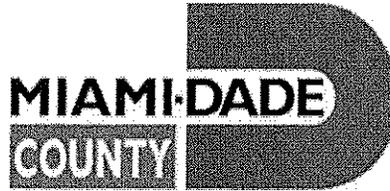


This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00196
FOR
SELF-FUNDED EMPLOYEE GROUP HEALTHCARE PROGRAM**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2015 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Human Resources Department

COUNTY CONTACT FOR THIS SOLICITATION:

Maria Carballeira, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4260
E-mail: mc5@miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. BidSync Customer Services Representatives are available at 1-800-990-9339 (8AM-8PM) EST. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Human Resources Department, is soliciting for proposals from qualified organizations interested in providing full administrative services, including pharmacy benefits management, disease management and wellness program services, for the County's Self-Funded Employee Group Healthcare Program (Program) for Plan Year 2016, effective January 1, 2016. The County is not currently interested in Stop-Loss coverage.

Note: The County reserves the right, at any time during the term of any resultant agreement, to carve-out any component/service of the Program (i.e., pharmacy, wellness, etc.) that is determined to be more beneficially served as a separate program, or in combination with another commodity program, at its sole discretion.

The County anticipates awarding a contract for five (5) plan years, with one (1) option to renew, consisting of twenty-four (24) months, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	April ---- 2015
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadegov at least five days in advance.
Deadline for Receipt of Questions:	
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	June - July, 2015
Projected Award Date:	September, 2015

1.2 Definitions

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

1. The words "Cafeteria Plan" to mean a plan that offers flexible benefits under the Internal Revenue Service (IRS) 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.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Custom Formulary" to mean a list of covered pharmaceuticals under the County's existing Program.
5. The words "Eligible Member" to mean active employee, their spouse or domestic partner.
6. The word "Gatekeeper" to mean a primary care physician 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.
7. 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.
8. The words "Plan Design or Plan" to mean designed benefit option to establish a course of healthcare.
9. The words "Program" to mean the self-funded employee benefit plan established and maintained by the County that provides healthcare for employees and their dependents, directly through reimbursement, or otherwise.
10. The word "Member" to mean all employees, retirees, and their dependents enrolled in the Program.
11. 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.
12. The words "Open Access HMO" to mean an HMO (health maintenance organization) plan that only allows Members to receive treatment within the HMO network. Additionally, members can visit a specialist without first obtaining a referral from their primary doctor. HMO Open Access plans still restrict Members to the network, but provide for freedom to visit specialists without a referral.
13. The word "On-site" to mean location where County provides office space for Contractor's staff, currently at 111 NW 1st Street, Miami Dade, Florida, 33128.

14. The word "Participant" to mean all employees and eligible dependents who choose to participate in the Disease Management Program; and employees and their spouse or domestic partner who choose to participate in the Wellness Program
15. The words "Plan Year" to mean calendar year, January 1 through December 31.
16. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
17. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
18. The word "Provider" to mean medical/pharmaceutical professional rendering services under the Program.
19. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
20. The words "Self-funded Program" to mean a program offered by employers who directly assume all or part of the risk for the payment of claims.
21. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
22. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
23. The word "Subscriber" to mean person whose employment makes them eligible for group health insurance benefits.
24. The words "Tiered HMO" to mean a benefit program offered within South Florida (i.e., Miami-Dade, Broward and Palm Beach Counties), wherein each time a Member seeks care from a Primary Care Physician (PCP) or hospital, the cost sharing is based on the tier the provider is assigned to. Members must consider the cost and quality of their PCP and/or hospital each time they seek medical care.
 - a. Enhanced Benefits Tier— Hospitals and PCPs that meet the standards for quality and low cost relative to the County's existing Plan's network.
 - b. Standard Benefits Tier— Hospitals and PCPs that meet the standards for quality and moderate cost relative to the County's existing Plan's network and benchmark. Standard Benefits Tier also includes providers without sufficient data for measurement on one or both benchmarks. To ensure Members have provider access in certain geographic areas, the Standard Benefits Tier includes some providers whose scores would otherwise put them in the Basic Benefits Tier.
 - c. Basic Benefits Tier— Hospitals that meet the standards for quality and are high cost relative to the County's existing Plan's network; and PCPs that do not meet the standards for quality and/or high cost relative to established benchmark.
25. The words "Wellness Program" to mean both wellness and disease management program services.
26. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary

or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs,
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

The County implemented a self-funded health program in August, 2007. AvMed, Inc. has served as the County's administrator since the inception of such Program. 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 (refer to the census data provided in **Attachment 1, Census**). Jackson Health System (JHS) had been a covered group within the County's Program since the inception of the current agreement, with the exception of Plan Year 2011. However, JHS will not participate as a covered group in the County's future Program, resulting from this Solicitation.

The County's existing Plan Design includes 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, there are three (3) design options **only** 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. Design options and corresponding benefits are available for review at the County's Benefits Webpage. Please refer to the following link: <http://www.miamidade.gov/humanresources/benefits.asp> for further information. The County's newly introduced Select HMO option, which has a limited network, became effective on January 1, 2015. 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 is not interested in proposals that only offer one of the above design options described herein.

The majority of County employees are covered by a collective bargaining agreement. There are ten (10) labor organizations representing County employees, listed below as follows:

Labor Organizations:

- AFSCME 121 Water and Sewer Employees
- IAFF 1403 Fire Fighter Employees
- TWU Local 291 Transit Employees
- PBA Rank & File
- *AFSCME 3292 Solid Waste Employees
- *AFSCME 1542 Aviation Employees
- *AFSCME 199 General Employees
- *GSAF Supervisory
- *GSAF Professional
- PBA Law Enforcement Supervisory

*Labor Organization which has adopted Program redesign options. Plan design options available to employees are based on negotiated bargaining unit agreements.

Note: The International Association of Firefighters Local 1403 ("IAFF"), offers a Union-sponsor medical plan to its members. Employees who are members of IAFF will be offered the opportunity to participate in the County's healthcare Program, or the Union-sponsored plan, if eligible. To identify employees participating in the Union-sponsored medical plan, Proposers may refer to the census data provided in **Attachment 1, Census**.

The County reserves the right to, at any time during the term of any agreement resulting from this Solicitation; 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.

Additionally, the County anticipates continuing with the existing contribution strategy, per employee, as the current Self-Funded Employee Group Healthcare Program. The County contribution levels are subject to change, primarily based on collective bargaining agreements, and at the County's sole discretion.

2.2. Objective/Overall Goal of the County

The purpose of this Solicitation is to verify competitiveness of the County's current Program. The County is interested in receiving a comparative value-added Program design and fee, which may include, but not be limited to, reductions in employee out-of-pocket expenses, greater accessibility to network providers and a comparative formulary inclusive of the minimum therapeutic categories and copay tiers included in the current Plan design, along with specific options that address the County's actively employed and retired populations. Proposer's proposed Program shall match, to the utmost extent possible, the County's existing Plan design. Please refer to the summary of benefits provided in **Attachment 2, Summary of Benefits Coverage (SOBC) Handbook**, for further information on existing Plan description.

In addition, the County is interested in the Proposer's approach to offering up to two (2) Alternate Plan Option(s) for possible consideration and inclusion in the County's Program, at the County's sole discretion. Please refer to Section 2.11 for further information on Alternate Plan Option(s).

2.3 Qualification Requirements

A. Minimum Qualification Requirements

The Proposer shall:

1. Be licensed by the State of Florida, to transact the appropriate insurance, and/or administrative product and services, for which the proposal is being submitted for, as of the proposal due date.
2. Be financially stable to render the services listed herein, as of proposal due date. To satisfy this requirement, Proposer 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 Proposer's rating does not meet rating requirement, the Proposer 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.

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

B. Preferred Qualifications

The Proposer should:

1. Have been licensed to transact the appropriate insurance and/or administrative products for a minimum of five (5) years in the State of Florida. This preferred qualification is also applicable to the selected Proposer's sub-contractors/sub-consultants.
2. Have a minimum of five (5) years of experience in the State of Florida administering claims and providing similar services to those listed in this Solicitation, for a governmental group of 10,000 employees or greater. This preferred qualification is also applicable to the selected Proposer's sub-contractors/sub-consultants.
3. Have sufficient provider networks and quality providers in the areas in which County employees and retirees reside (primarily in South Florida). Retirees and out-of-area dependents shall have sufficient access to providers and should be covered based on the same Plan Design as in-area participants. The minimum access standards are listed in Section 2.4 (12) (c). This preference is not applicable to the Wellness Program.

2.4 General Information and Specifications

1. **Attachment 3, Health Plan Premium Equivalent Rates**, outlines the 1) Monthly Active Employee Premium Equivalent Rates, 2) Monthly Pre-Medicare Retiree Rates, 3) Monthly Medicare Eligible Retiree Rates, 4) Dental and Vision rates, and 5) COBRA benefit rates for 2015. 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 Proposer's fees and rates for the Program shall 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.

Coverage Limiting Age for Dependent Children - Your dependent child's coverage ends on:

Medical - December 31 of the calendar year the child turns 26. Coverage may be continued to age 30. See below for adult children Eligibility Extended Medical Coverage.

Dental & Vision - December 31 of the calendar year child turns 25 (26 for vision). There is no extension for dental and vision coverage unless the adult child is disabled. For Plan Year 2016, the County may elect to extend coverage for both dental and vision until the child turns 26, at its sole discretion.

*Subscriber's spouse or Domestic Partner (DP) is **not** an eligible dependent for coverage if also a County employee. Eligible employees are not permitted to cover each other on their group medical/dental plans. Ex-spouses may not be enrolled for group benefits under any circumstance, even if a divorce decree, settlement agreement or other document requires an employee to provide coverage for an ex-spouse.

**** Adult Children (FSS 627.6562) – Eligibility for Extended Medical Coverage**

Medical coverage may be continued beyond December 31 of the year the adult child turns 26 until the end of the calendar year (December 31) the child turns age 30. Only medical coverage is available to this group. Once your dependent child reaches age 26, Subscriber is required to submit an **Affidavit of Eligibility** every year, with no exceptions, to continue such medical coverage for Over-Age Dependent. Failure to provide the documentation will result in ineligibility for coverage.

4. **Attachment 1, Census** also identifies all active employees that are eligible for stand-alone dental and/or vision options.
5. Employees under the age of 65, who retire from County service, may continue 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.
6. 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 Proposer with required premium remittance. The "Medicare-like" Advantage Plan premium (if any) will be collected directly by the selected Proposer.
7. Retiring employees shall 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 Proposer shall allow a separate annual enrollment change period for retirees, if requested by the County.

8. All retirees under and over the age of 65 shall have access to national networks at least equivalent to the networks offered to active employees.
9. All provisions shall conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), where applicable. Please refer to the HIPAA Business Associate Agreement (BAA) included in the County's Form of Agreement herein as **Appendix C**. The selected Proposer is required to execute a BAA with the County as part of any award issued, resulting from this Solicitation.
 - (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, 2015 are eligible for coverage with no actively at work exclusion.
10. 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. Please refer to item 10(a) above for information on adding a new dependent. 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.
11. 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.
12. The selected Proposer 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 selected Proposer's financial position and/or credit rating. Notification of such change shall be provided to the County's Project Manager, no later than three (3) business days after the selected Proposer has been apprised of such change. Notification to

the County shall include the submission of the selected Proposer'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.

Note: After proposal submittal, the County reserves the right to require additional information from Proposers (or subcontractors) to determine financial capability (including, but not limited to, annual reviewed/audited statements with the auditor's notes for each of the past two (2) complete fiscal 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."

2.5 Enrollment/Communications Provisions

The selected Proposer 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 shall 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 selected Proposer 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 shall 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 Design (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 selected Proposer.
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 selected Proposer shall provide additional supplies of 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 printing shall be available at the selected Proposer'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 selected Proposer shall ensure that all social security numbers are maintained for all Members/Subscriber enrolled in the Program, and as such, shall 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 shall 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 selected Proposer'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 shall 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 selected Proposer's personnel (i.e., Account Executive/Manager/Representative, etc.) shall 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 selected Proposer 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.

2.6 **Benefit Provisions**

The selected Proposer shall:

1. 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.
2. 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 selected Proposer shall allow Members to use all healthcare services (i.e., primary, secondary and tertiary services) offered by JHS. Provider contract between JHS and the selected Proposer should: a) become effective no later than December 1, 2015, b) remain in force for the duration of the selected Proposer'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 selected Proposer's network. The selected Proposer shall 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 selected Proposer's direct control or not its decision.
3. 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 shall bill and be reimbursed by the selected Proposer according to negotiated fees. Refer to http://www.miamidade.gov/assistance/employee_benefits.asp for details regarding the ESS program.
4. 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.
5. Provide the criteria for approval of organ transplants in the Program. This criterion shall 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 selected Proposer shall provide all explanations in layperson's terms.

6. 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 shall 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 selected Proposer shall also provide all explanations in layperson's terms.
7. Provide the criteria and process for determining a "Medical Necessity" under the Program. This criteria and process shall be defined and incorporated by reference into any agreement issued as a result of this Solicitation.
8. 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 shall be considered at the in-network level of benefits, with no balance billing to the Member.
9. 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 selected Proposer's network, with no balance billing.
10. Allow for any deductible satisfied, and credited by the selected Proposer 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.
11. Offer the POS, HMOs and Select Network Plans on an open access basis with no Gatekeeper, excluding the HMO Low Option.
12. Provide full transparency on the pharmacy rebates earned based on the County's prescription drug utilization. The selected Proposer shall provide credit to the County for such rebates on a quarterly basis. All earned rebates shall be credited to the County even if the contract resulting from this Solicitation is terminated. The County reserves the right to audit the pharmacy benefits manager services inclusive of the rebate benefit, on an annual basis.
13. 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 selected Proposer 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.
14. Comply with the County's preference in receiving full transparency from the selected Proposer on provider discounts and billed charges and provider/facility contract terms.
15. 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 selected Proposer 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.
16. Have a technology-enabled solution to support reduction in cost of care through a quality and appropriate delivery system care delivery system. Such system's intent is to support new value-based care by allowing providers, key accountable executives as designated by the County Mayor, and their staffs, 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.

2.7 Wellness and Disease Management Programs (Wellness Program)

The County is interested in a robust and sustainable wellness and disease management solution to help in addressing some of the critical issues that exist in the County's current healthcare Program, to include: costs, quality of services and Member experience. The selected Proposer's proposed wellness and disease management programs shall target local and regional market presence for delivering community-based healthcare and coordinated services. Selected Proposer shall offer an integrated strategy to promote the overall health, wellness and productivity of employees while utilizing its experience with health plan administration. Selected Proposer may subcontract the wellness and disease management service programs. Please see Form B-1, Price Proposal/Financial Schedule for further clarification on the Wellness Program's fee submissions. 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 selected Proposer shall work towards improving the overall health of all Eligible Members. The selected Proposer shall strategize and partner with the County in designing a Wellness Program tailored to the County's needs to include, at a minimum, the below listed services:

- 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

Note: AvMed currently provides the aforementioned wellness services as part of their ASO Fees.

A. General Wellness Program Requirements

The selected Proposer 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. Selected Proposer shall also provide monthly Wellness updates and results tracking milestones for informational purposes to designated County officials and labor organizations. Additionally, the selected Proposer 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 selected Proposer's facilities may be either on selected Proposer'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 selected Proposer (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 selected Proposer shall provide sufficient health coaches to support coverage to all County Participants. The selected Proposer shall also provide computer terminals, printers and fax machines, etc. for its health coaches to: 1) readily have on-line access to Member eligibility and claims information, 2) provide customer service related functions, and 3) assist in Program administration. The on-site health coach(es) shall 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 shall 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 selected Proposer of any performance concerns and may allow for a resolution timeline, prior to requesting such replacement.

5. Ensure that selected Proposer'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 Proposer'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 in **Attachment 1, Census**).
2. Produce all enrollment documents and forms and process and manage the dissemination of these. The selected Proposer 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 shall clearly define active engagement criteria and how Participant will comply with such criteria. Eligible Members not interested in enrolling in the Wellness Program shall 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 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 shall 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)). Selected Proposer shall 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 shall not be required to take any given test to be considered compliant with the Wellness Program. Tests shall 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, selected Proposer must provide the Eligible Member with the option of undergoing the test if they so choose to.
7. Maintain physical locations for biometric screenings (selected Proposer is responsible for all permits and regulatory compliance) which may include:
- a. Selected Proposer 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 Members, including spouses. 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. Proposer is strongly advised to 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 shall:
- 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 that 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. Selected Proposer shall provide education, challenges, outcome awareness, behavior tracking, and biometric measurement components. Risk-Targeting Programs shall 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 shall be designed to drive significant health improvement/condition treatment, which will then lead to reduced future healthcare expenditures to the County. Risk-Targeting Programs must 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 Proposer 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 selected Proposer must 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/selected Proposer 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 must 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. Selected Proposer must 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 must 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 Proposer will 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 selected Proposer's notification shall inform the Participant of the change in their status, along with any additional information deemed necessary by the selected Proposer.
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 selected Proposer'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 selected

Proposer will 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 selected Proposer must 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. Selected Proposer shall 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, shall limit the selected Proposer'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) shall 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 (in conformance with 45 CFR Section 165.514 which in form and substance protects the privacy of County employees) to the County once a quarter; such reports must 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 selected Proposer 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 selected Proposer or third party administrator at a future date) to integrate medical and pharmacy claims data through predictive modeling to develop risk profiles, Selected Proposer 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, selected Proposer 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 selected Proposer shall 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 selected Proposer during the performance of the services relating to any County employees, shall 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 selected Proposer.
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 selected Proposer 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 selected Proposer(s) must 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.

2.8 Data and Reporting Provisions

The selected Proposer shall:

1. Provide the following reports (which shall 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 shall 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 shall be provided within 10 business days of the County's request. Such report shall 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 Proposer'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 selected Proposer shall provide a timeline and data available to the County, for the implementation of such web-based reporting, within 90-days of contract effective date.

2.9 **Administrative and Related Services**

The selected Proposer shall:

1. Consent to the County's self-billing process as all benefit plans shall 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 selected Proposer shall 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 selected Proposer. 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 selected Proposer of insufficient funds. The Account shall be funded weekly by the County based on electronic reports provided by the selected Proposer of issued checks. The County will issue 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.

4. 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 selected Proposer. The selected Proposer, on behalf of the County, shall issue payments from the Disbursement Account for Medical Plan benefits and Medical Plan-related expenses in the amount selected Proposer determines to be proper under the Medical Program and/or under and future agreement resulting from the Solicitation. The selected Proposer 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, 2016 plan effective date, with enrollment scheduled for November of 2015, as deemed necessary by the County.
6. Pursue Coordination of Benefits (COB) before payment of claims. The selected Proposer shall administer potential subrogation on a "pay, then pursue" basis. Subrogation action shall not be pursued against the County for Workers' Compensation claims that have been denied by the County. Selected Proposer 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 selected Proposer 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 must be notified of their COBRA rights. The selected Proposer 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 selected Proposer 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 selected Proposer 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 shall be physically located in the Tri-County area, and be approved by the County) with full account management capabilities. The account representative shall 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 selected Proposer'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 Proposer'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 selected Proposer 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 shall 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 shall 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 selected Proposer 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 selected Proposer's designated member service team shall receive training on the specifics of the County's Program, to be provided by the selected Proposer. There shall also be a dedicated phone, fax number and webpage for County employees to access.
 16. Comply with the Performance Guarantee Standards Provisions (see **Attachment 4 which provides an outline of the current Performance Guarantee Standards**). Compliance with Performance Guarantee Standards shall be measured annually at the end of each Plan Year and any non-compliance within each category shall be assessed the amount at risk penalty, payable to the County. The selected Proposer shall identify within **Attachment 4** any deviations from the current Performance Standards.
 17. Ensure that the selected Proposer'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 selected Proposer 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 shall be maintained by the selected Proposer, 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. Selected Proposer 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.

2.10 Customer/Member Services

The selected Proposer 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 selected Proposer 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 shall receive training to be provided by the selected Proposer on the specifics of the County's Plan. There shall 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 selected Proposer will work in unison to develop the survey. The survey shall be conducted annually, at the County's discretion. All customer satisfaction tools must be approved by the County prior to execution. Results of the survey shall be provided to the County with appropriate analysis and response by the selected Proposer.
4. Provide, within 30 days of the effective date of coverage, every new Member with a detailed explanation of the grievance procedures. Such notification shall be provided to Members through the County's preferred method of delivery.

2.11 Alternate Plan Design Option(s)

As the County evolves its healthcare benefits strategy, the selected Proposer should be able to 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 Alternative Plan Option(s). Proposers are highly encouraged to submit information for Alternative Plan Option(s) as part of their proposal. The Alternative Plan Option(s) should target cost savings for the County and its employees through a viable approach of Alternate Plan designs and cafeteria type of plan election, such as Benefit Tiered HMO, high deductible plans, and limited networks, etc. Proposers providing for an Alternate Plan Option(s) should consider the following criteria:

1. The plan designs should be outlined including plan summary for each benefit level. All state-mandated benefits must be covered and all exclusions, limitations and non-covered items should be fully described.
2. The network should have sufficient providers, to include all specialty levels and facilities.
3. Description of how cost savings can be achieved within the Alternative Plan Option(s), including assumed enrollment within each offering.

The Proposer's proposed approach and willingness in developing a viable Alternate Plan Option(s), will be utilized for technical criterial scoring purposes, as listed in Section 4.2.

2.12 Optional Services

The County may also consider incorporating the option of bundling dental, vision and ancillary benefits to the existing healthcare Program in the future. Any Optional Services and bundling of benefits submissions will not be scored and are only for informational purposes. The County will determine whether it is in its best interest to incorporate such benefits in the future. In making such determination, the County will consider, among other things, whether savings for the referenced items can be achieved.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Evaluation/Selection Committee member.

<u>A. Technical Criteria (Administrative Service Only Fee)</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, financial capability and past Performance, to include relevant experience and qualifications of key personnel and key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	100
2. Proposed Plan Design, Network, Disruption, Provider Reimbursement, Prescription Drug Benefits, Wellness and Disease Management Programs	400
3. Implementation, Member Services, Quality Assurance, Disaster Recovery, Utilization and Account Management, Reporting, Technology, Medical Management, and Fraud and Abuse	200
4. Proposer's proposed approach to providing the service requested in this Solicitation, including viability, quality, cost impact and willingness in fulfilling an Alternative Plan Option(s), as described in Section 2.11	70
<u>B. Price Criteria</u>	
1. Proposer's proposed price/financial schedule for cores services	200
2. Proposer's proposed price/financial schedule for Alternate Plan Option(s)	30

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the

total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration. Each Evaluation/Selection committee member will assign the points available, in combination with the technical proposal, based upon an evaluation of factors which may affect the ultimate cost to the County, including but not limited to the completeness of the proposal, the accuracy of the assumption underlying in the Proposer's price, the likelihood of any potential or stated contingencies that may affect the Solicitation. The price/financial evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract, as may be in the best interest of the County.

4.8 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.9 Negotiations

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.10 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.11 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Draft Form of Agreement (to include Appendix C: HIPAA Business Associate Addendum)
Proposal Submission Package

Attachment Package

Attachment 1:	Census
Attachment 2:	Summary of Benefits Coverage (SOBC) Handbook
Attachment 3:	Health Plan Premium Equivalent Rates
Attachment 4:	Performance Guarantee Standards Provisions
Attachment 5:	Plan Designs Worksheet

Exhibit Package:

Exhibit 1:	CPT Code Analysis
Exhibit 2:	Medical Claims Re-pricing Analysis
Exhibit 3:	Pharmacy Claims Re-pricing Analysis
Exhibit 4:	MAC List Sample
Exhibit 5:	Specialty List Sample

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Self-Funded Employee Group Healthcare Program
Contract No.

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Self-funded 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 _____, 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 Standard Provisions (Appendix D), 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 _____ 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), 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, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of

the County's Project Manager.

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date stipulated on the first page herein and shall continue until December 31, 2020. 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, 2016. 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

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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 in the amount of seven million dollars (\$7,000,000) 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 County 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 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 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) 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.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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:

- | | |
|--|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> | <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> |
| <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code)</p> | <p>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)</p> |
| <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> | <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> |
| <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> | <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> |
| <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit</p> |

(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.

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: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

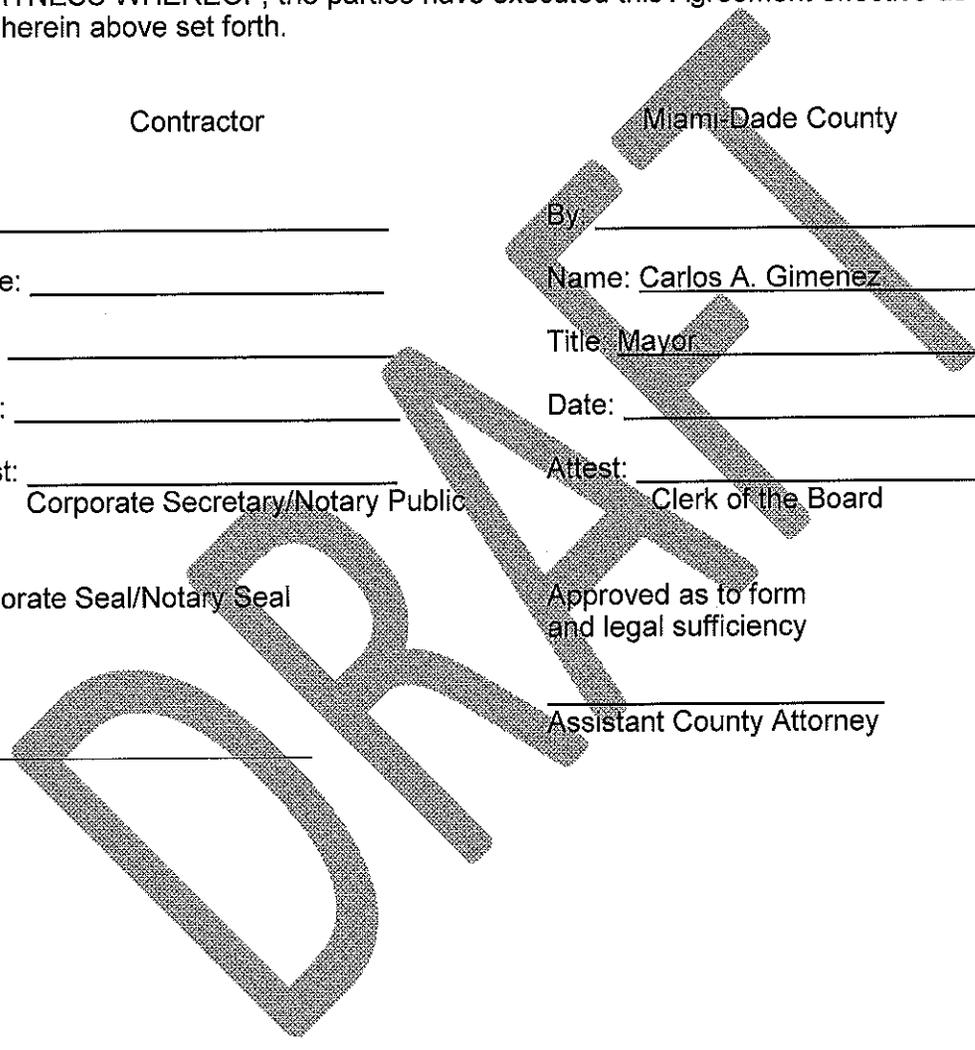
Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency

Assistant County Attorney



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 _____, 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.

Appendix C

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

Appendix C

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

Appendix C

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.

Appendix C

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.

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**PROPOSAL SUBMISSION PACKAGE
REQUEST FOR PROPOSALS (RFP) No. 00196
SELF-FUNDED EMPLOYEE GROUP HEALTHCARE PROGRAM**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Proposal Submittal Form, Cover Page of Proposal

Complete and sign the Proposal Submittal Form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

- Lobbyist Registration for Oral Presentation
- Fair Subcontracting Practices
- Subcontractor/Supplier Listing
- Contractor Due Diligence Affidavit

4. Form B-1, Price/Financial Proposal Schedule

Complete following the requirements therein.

Please refer to the front cover of this Solicitation for electronic submission instructions.



**Miami-Dade County
Procurement Management Services
Proposal Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. _____		Solicitation Title: _____	
Legal Company Name (include d/b/a if applicable): <input style="width: 150px; height: 20px;" type="text"/>		Federal Tax Identification Number: <input style="width: 100px; height: 20px;" type="text"/>	
If Corporation - Date Incorporated/Organized: <input style="width: 150px; height: 20px;" type="text"/>		State Incorporated/Organized: <input style="width: 150px; height: 20px;" type="text"/>	
Company Operating Address: <input style="width: 300px; height: 20px;" type="text"/>		City <input style="width: 150px; height: 20px;" type="text"/>	State <input style="width: 40px; height: 20px;" type="text"/>
Company Contact Person: <input style="width: 150px; height: 20px;" type="text"/>		Email Address: <input style="width: 200px; height: 20px;" type="text"/>	
Phone Number (include area code): <input style="width: 100px; height: 20px;" type="text"/>	Fax Number (include area code): <input style="width: 100px; height: 20px;" type="text"/>	Company's Internet Web Address: <input style="width: 300px; height: 20px;" type="text"/>	
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p>			
<p>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.</p>			

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)

An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes No

If yes, please provide your Certification Number: _____

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature:

Date

Type or Print Name

Proposer Information/Questionnaire Peringkat



AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Solicitation Title: Solicitation No.:
(2) Department:
(3) Proposer's Name:
Address: Zip:
Business Telephone: () E-Mail:

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: Name, Title, Employed By, Email Address. Multiple empty rows for data entry.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this

by, a, who is personally known (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank) (Serial Number, if any)

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____		_____
Name of Firm		Date
_____	_____	_____
Address of Firm	State	Zip Code

Notary Public Information

Notary Public -- State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

**Self-Funded Employee Group Healthcare Program
Price Proposal/Financial Schedule**

PROPOSED PRICE/FINANCIAL SCHEDULE

The proposed Administrative Services Only Fees (ASO Fees) for providing all services stated in Section 2.0, Scope of Services (except for Section 2.12), but including the Plan Designs Worksheet identified in Attachment 5, should be stipulated below. Prices requested below should be provided on a per Plan Year basis.

ASO FEES	Core Services, Wellness and Disease Management Included			Core Services, Wellness and Disease Management Plus Alternative Plan Designs		
	PY 2016	PY 2017	PY 2018	PY 2016	PY 2017	PY 2018
Expected Paid Claims						
Expected Change in Claim Reserves (PEPM)						
ASO Fees, includes the following: (PEPM) <ul style="list-style-type: none"> • 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 						
Wellness Program Fees (PEPM/PPPM)						
Set-Up Fees						
Renewal Fees						
Base Fee						
Biometric Screenings (Per Screening)						
Health Risk Assessments (HRA's)						
Health Fairs						
Incentive Administration						
Other (State and Show PEPM/Per Participant Per Month Cost)						
Web/Phone Based Programs						
Weight Loss – Nutrition						
Walking						
Stress Reduction						
Smoking Cessation						
Physical Activity						
Health Coaching (one – one)						
On-Site Components Offered						

	2016	2017	2018	2016	2017	2018
Weight Loss – Nutrition						
Walking						
Stress Reduction						
Smoking Cessation						
Physical Activity						
On-Site Coordinator						
Reporting						
Quarterly and Annual Participation and ROI						
Ad Hoc Reports						
Disease Management Program Fees (PEPM/Per Participate Per Month)						
Asthma						
CAD						
COPD						
Diabetes						
Depression						
Hypertension						
Other						
Set-Up Fees						
Renewal Fees						
Other (State and Show PEPM/Per Participant Per Month Cost)						
Base Fee						
Reporting						
Quarterly and Annual Participation and ROI						
Ad Hoc Reports						
Lifestyle Management Programs (PPPA)						
Cobra Administrative Fees (PEPM)						
HIPAA Administrative Fees (PEPM)						
Claim Fiduciary Fees (PEPM)						
Onsite Customer Service						
Coordination of Benefits – Break down of all fees						
Subrogation Services – Break down of all fees						
Negotiated Bill Services – Break down of all fees						
Ad hoc Reporting						
Interface with Other Carve-out Vendors						
Run-Out Fees and Length						
Conversion Plan Fee						

Other Fees (PEPM) – Be Specific						
TOTAL ADMINISTRATIVE FEES						

Notes:

1. Fees in the initial Plan Year (2016) shall be quoted on a mature basis (i.e., fees are inclusive of run-out administration). Fees should be quoted for Plan Years 2016, 2017 and 2018. If the fee for one of the listed services is included in the fee for another service (e.g., if the COBRA fee is included in the ASO fee), then enter "included" in the cell for that fee.
2. The County prefers a guaranteed blended rate for a minimum of 36-months (initial 3 Plan Years) for the ASO fees and other fees, as outlined above.
3. Identify any other fees or costs that are not stated above which would be included in Proposer's proposed pricing. Include the amount of such fee(s)/cost(s), purpose of fee(s)/cost(s), and detail how the fee(s)/cost(s) will be billed to the County. Proposer should also include any capitated claim expenses.
4. Identify all fees, savings programs, percentages of savings, etc. and the period of time for which these fees will remain fixed.
5. Identify any impact to the above fees should the County carve out the Wellness and Disease Management Programs at a future date. Please explain the impact of the change.
6. Proposed rates will be used to determine the price points for the Price criterion as indicated in Section 4.2, of this Solicitation.

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