



REQUEST FOR PROPOSALS (RFP) No. 00160

for

LEASE OF COMPREHENSIVE CLAIMS MANAGEMENT SYSTEM (CMS) AND ASSOCIATED CLAIMS SERVICES FOR ITS WORKERS' COMPENSATION (WC) AND LIABILITY PROGRAMS

PRE-PROPOSAL CONFERENCE TO BE HELD:

April 29, 2015 at 10:00 AM (local time)
111 NW 1st Street, 10th Floor, CITT Conf. Rm., Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Internal Services Department, Risk Management Division

COUNTY CONTACT FOR THIS SOLICITATION:

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PROPOSAL RESPONSES DUE:

June 5, 2015

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. 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 Internal Services Department – Risk Management Division (RMD), is soliciting proposals to lease a comprehensive Claims Management System (CMS) and to obtain Claims Services for its Workers Compensation (WC) and Liability Programs as identified in Section 2.0 (Scope of Work) of this Request for Proposals (RFP). The Selected Proposer will provide access to its CMS as a replacement for the County's existing worker' compensation and liability (including subrogation) claims processing system. Additionally, the County seeks Claims Services {WC Pharmacy Benefit Management, WC bill review Medical Electronic Data Interchange (EDI) capabilities, access to the Selected Proposer's PPO network, check writing services, Indexing Service Organization (ISO) indexing, etc.} as further identified in the Scope of Work. It is desired that the Selected Proposer provide a turn-key CMS system under a leasing arrangement with the County. Proposals for the CMS must include a lease arrangement for use of the System and include implementation, configuration, data conversion, testing, training, and maintenance and technical support services for the System and all Claims Services as stated in Scope of Work. The Selected Proposer will grant the County access to its existing software for the CMS and full access to contracted claim services. Conceptually, vetted County employees will be granted access to the Selected Proposer's CMS and contracted claims services similar to a satellite office of the Selected Proposer. County staff will only have access to County claims and files.

The County anticipates implementation of the CMS and claims services will be completed (provided, connected, integrated, tested and accepted) within a six month period. It is anticipated that any agreement issued as a result of this RFP will include the six month period to complete the CMS and a five year CMS lease and services agreement. Additionally, the County reserves the right to issue up to two (2) five (5) year options to renew (OTRs) the CMS lease and services agreement at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	April 8, 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:	May 1, 2015
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	Starting June 2015
Projected Award Date:	January 2016

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 word "Contractor" (also, Selected Proposer) 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".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. 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.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. 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.
8. 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 Work 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-responsible. 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 WORK

2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Internal Services Department – Risk Management Division (RMD), is soliciting proposals to lease a comprehensive Claims Management System (CMS) and to obtain Claims Services for its Workers Compensation (WC) and Liability Programs as identified in Section 2.0 (Scope of Work) of this Request for Proposals (RFP). The Selected Proposer will provide access to its CMS as a replacement for the County's existing worker' compensation and liability (including subrogation) claims processing system. Additionally, the County seeks Claims Services {WC Pharmacy Benefit Management program, WC bill review Medical Electronic Data Interchange (EDI) capabilities, access to the Selected Proposer's PPO network, check writing services, Indexing Service Organization (ISO) indexing, etc.} as further identified in the Scope of Work. It is desired that the Selected Proposer provide a turn-key CMS system under a leasing arrangement with the County. Proposals for the CMS must include a lease arrangement for use of the System and include implementation, configuration, data conversion, testing, training, and maintenance and technical support services for the System and all Claims Services as stated in Scope of Work. The Selected Proposer will grant the County access to its existing software for the CMS and full access to contracted claim services. Conceptually, vetted County employees will be granted access to the Selected Proposer's CMS and contracted claims services similar to a satellite office of the Selected Proposer. County staff will only have access to County claims and files.

The County currently utilizes the iVOS system to monitor workers' compensation and liability claims processing. The system contains approximately thirty-six (36) years of data including data obtained from 34 years of CS Stars utilization. It is the County's intent, under a leasing agreement, to replace the current system with the Selected Proposer's existing Third Party Administrator (TPA) CMS system to provide and improve the County's risk management business processes. This system must include, but not be limited to, incident and claims-related processes, loss data analysis, report writing and fiduciary controls processes. The County currently receives Worker's Compensation (WC) bill review services, Preferred Provider Organization (PPO) and Medical bill review services from CorVel, using Corvel's CareMC software. A data bridge carries data between CareMC and iVOS. The County currently utilizes Healthsystems for its Pharmacy Benefits Management Program (PBM) with an interface between its administrative software and iVOS.

Attachment "A" has been compiled to assist proposers in understanding the scope and volume of services requested under this solicitation. Attachment "B" is the Functional Table of Organization for the Risk Management Division of the Internal Services Department. Attachment "C" is a high level diagram of the iVOS claims management system current in use at MDC. In addition, valuable information about the County, including its budget and financial statements, can be found at the County's website www.miamidade.gov.

The County is seeking proposals which include both segments: lease of CMS system and Claims Services.

It is intended that County will have the same seamless access to the Selected Proposer's CMS and claims service programs, including, but not limited to, the Selected Proposer's bill review, PPO, Medical EDI, PBM, check writing facility, CMS reporting and ISO indexing, as an employee (adjuster) of the TPA. County employees will be limited to County files, data, reports etc. with sole access to the system through the internet. The County Attorney's Office will be provided read-only access to the CMS.

2.2 Project Objective

The objective of this Request for Proposal (RFP) is to solicit proposals to lease access to a fully implemented and functional WC and liability CMS which includes Subrogation, and to obtain access to the following TPA's software, programs and/or services:

1. Access to CMS
 - a. First/Subsequent Report of Injury reporting (FROI/SROI)
 - b. Center for Medicare/Medicaid Services reporting
 - c. Financial system reporting
 - d. Liability and Subrogation
 - e. Vehicle appraising program
2. WC Pharmacy Benefit Management Program
3. WC bill review

- a. Medical Electronic Data Interchange (EDI) capabilities
- b. Access to the vendor's PPO network

4. TPA check writing services

5. Indexing Service Organization (ISO) indexing

The proposed leased CMS will be hosted by the Selected Proposer. It is highly desirable that the proposed solution be designed for internet access. The CMS will be complete and include application software, implementation, configuration, maintenance and support services. The County expects to receive all needed assistance and training from the Selected Proposer's staff for the Selected Proposer's delivery of the CMS including planning, integration, configuration, data conversion, testing, training, "go-live" implementation, on-going maintenance and technical support services.

The core functionality the County requires in the CMS is detailed in this RFP. It is the County's desire that the proposed CMS achieve each of the following project goals:

1. Improve internal efficiency and effectiveness of the claim management processes;
2. Maintain and improve fiduciary controls and automation;
3. Improve access and tracking of incident and claim information;
4. Improve data integration with County Departments (hereinafter "Department" is referred to as one of the County's entities);
5. Provide effective risk and claims management services;
6. Maintain a high level of Medical EDI reporting;
7. Improve FROI & SROI reporting capabilities;
8. Improve functionality of data mining and report writing capabilities.

Specific business and technical improvements to be achieved include:

1. Greater real-time access to data across RMD units and County departments;
2. Improved data quality standards and best practice processes;
3. Improve incident and claim information captured and maintained;
4. Expanded functionality and usage of RMD Information System (RMIS);
5. Consolidation of historical and ongoing claim information from multiple sources into one platform;
6. Improved reporting capability for claims and financial transactions.

2.3 Scope of Project

It is the goal of this solicitation to obtain a proposal which incorporates the CMS and Claims Services identified herein in a comprehensive coordinated proposal for all of the following:

1. Replace the County's current workers' compensation and liability claims processing systems. County desires the CMS to serve as a tool to support the claims services identified in this RFP and the file activities of County adjusters. County adjusters will have same level of access to the Selected Proposer's CMS and contracted services as adjusters from the Selected Proposer's firm.
2. Secure the Selected Proposer's seamless claims services, including but not limited to, WC bill review, PPO network access, Medical EDI submissions, FROI & SROI interfaces, check writing services, Pharmacy Benefit Management program, CMS reporting capabilities and ISO indexing capabilities.

Section I Claims Management System:

2.3.1 Proposed Claims Management functionality:

The County desires that the proposed CMS include the following modules:

1. Liability Management
2. Workers' Compensation Management
3. WC Medical Bill Review and Fee Schedule
4. Florida WC Electronic Data Interchange (EDI) (FROI & SROI)

5. RMD Portal - Standard reporting
6. Report Management with ad-hoc reporting tools
7. Check-Writing
8. Rules-based security and functionality
9. Tickler system
10. Subrogation Management
11. File Management Claim Documenting
12. Multiple claim search criteria
13. Vehicle appraising program

The County desires that the Selected Proposer provide all system implementation services, which include but are not limited to:

1. Access Procedures
2. Configuration
3. Customization (as needed for functionality)
4. Testing
5. Data cleansing, migration (conversion) and validation
6. Reporting samples and cross-walks
7. Verification reporting
8. User Acceptance Testing
9. Turn-over

Training should occur on-site at the County's offices in downtown Miami, and include a combination of "train-the-trainer" and direct training of users (approximately 100 users) to the attainment of full user competency at the sole discretion of the County.

The Selected Proposer will provide online and hardcopy user manuals, Service Organization Controls (SOC 1-type 2/SSAE-16 /ISAE 3402), online help, and training manuals, as well as electronic CBT automated training for users whenever there is a version upgrade or other change(s). Please note the County requires advance written notice of any system upgrades or corrections.

The Selected Proposer will provide a designated project manager throughout the life-cycle of the project to offer a consistency of service during the main project deliverables. The designated project manager is expected to continue through the length of the implementation process and will facilitate activities such as the items listed below:

1. Software configuration
2. Application customization
3. Testing and data validation
4. Training
5. Change management
6. Data conversion and data security
7. Change control processing
8. Status reporting
9. Stakeholder meetings
10. Technical Support Services

The County has approximately 36 years of electronic claim history and other data in the iVOS RMD System that must be converted and made accessible by the new solution. The current claim history information is as follows (values are approximate):

1. 350,000 total claims
2. 6,615 total open claims
3. 24,000 vendor records
4. 2,900,000 payment records
5. 19.5 gigabytes of physical database space

The Selected Proposer, working with the County's current incumbent contractors, will perform data conversion of the files as stated above. Tasks and deliverables include but are not limited to the following:

1. Cross-walk with iVOS
2. Data review and cleansing
3. Conversion of historical data
4. Archive old data
5. Data exception review
6. Actual conversion
7. Data validation and testing
8. EDI/FROI SROI connectivity and acceptance by State
9. Finance/ Bank Positive Pay Reconciliation
10. Re-clean-up of exception data.
11. Data validation and retesting
12. Cutover to production.

The Selected Proposer will provide long-term support and maintenance services. This includes warranties for “glitches,” functional deficiencies, performance issues, and user and technical support. The Selected Proposer will also provide to the County version upgrades as follows:

1. Release notes, updated documentation, updated online and live telephone help.
2. Information concerning legislative requirements.
3. Customer (User Groups) driven changes either reflecting functional deficiencies identified by customers or new business requirements, or reporting requirements identified by customers.

2.3.2 Functional System Requirements

This section defines the CMS functional and system requirements within the context of the County’s RMD operational and workflow procedures, requirements of the State of Florida Statutes 440.00 and promulgated rules, Ordinances of County and the County’s Information Technology standards.

2.3.2.1 System Administration

The County desires a CMS that contains system security that meets or exceeds the highest level industry standards and enables the Selected Proposer, serving as the system administrator, to establish secure user groups and individual privileges. The proposed system should enable the Selected Proposer to customize functionality, code tables, and end user access, as necessary, through a series of administrative controls that meet or exceed industry standards.

2.3.2.2 System Security

The County desires system security that has the capability to assign, through the administrator(s), users and user groups as needed. Functions should include, but not be limited to:

1. Record a user’s profile (name, location, contact information)
2. Assign a group or role(s) to the user, including read-only
3. Restrict entire groups and users from identified sections of the system
4. Assign a department/location to a user profile
5. Assign a user’s reserve authority
6. Assign a user’s payment authority
7. Restrict users to a specific coverage(s)
8. Restrict users to a specific department(s) or location(s)

The County desires a solution that provides for strong passwords, unique user name/password identification, lock-out access after a certain number of attempts (with reset capability for the system administrator), and have https/128-bit encryption.

2.3.2.3 Audit/History

The County desires software that has the capability to provide history on any data element identified by the County as requiring history. An audit trail must include, at minimum, the user, date, time, and actual data that is changed (from and to). Version control and user identification procedures must be maintained for data security.

2.3.2.4 Claim Information Access

The County desires a solution that has the capability to transfer claim information from one claim or adjuster to another. An audit trail for all of the following information transfer functions is needed:

1. Transfer a claim or group of claims to another user.
2. Transfer a payment from one claim to another.
3. Transfer adjuster diaries (all diaries) from one user to another.
4. Transfer specific all notes/comments specific to claim.

2.3.2.5 Online Help

The Selected Proposer will provide an Internet-based support system ("Support Help Desk") available seven (7) days a week, twenty-four (24) hours a day on the Service Provider's Website. The online help information must be updated as new functions are added or existing functions are remedied. All resolutions should allow system administrator the ability to edit and maintain program integrity. On-Line help module is not to take the place of Technical Systems Support as outlined in the section below.

2.3.2.6 Technical Systems Support

The Selected Proposer is to provide 24 hour/7days a week system support for all level-users, from front-end support of basic system usage problems, to more in-depth technical support for more experienced and knowledgeable users on particular product and technical troubleshooting issues.

Selected Proposer will provide appropriate Technical and Maintenance Support for the leased Software. Assistance shall include (i) diagnosis of the deficiencies of the leased Software and (ii) a resolution of the deficiencies of the leased Software.

Selected Proposer will address issues based on a priority level as described below, reported and reproducible errors in the leased Software. It is anticipated that the Selected Proposer will utilize the following two (2) priority levels for County to categorize reported leased Software problems:

PRIORITY 1 - NORMAL REQUEST

Selected Proposer will commence work on resolving the deficiency within twenty four (24) hours of notification and will keep County staff briefed until an acceptable resolution is achieved.

PRIORITY 2 - PRIORITY REQUEST

Selected Proposer will commence work on resolving the deficiency within twelve (12) hours (Monday-Friday) or within twenty four (24) hours (Saturday and Sunday) of notification and will keep County staff briefed until an acceptable resolution is achieved.

2.3.2.7 Selected Proposer Data

The Selected Proposer must maintain a substantial database related to the vendors and contractors who provide services related to the risk management claim processes. The County desires a CMS that has the capability for administrator to add, edit and inactivate Selected Proposer data. The Selected Proposer will be responsible for submittal of all financial accounting reports to the Internal Revenue Services (to include Notice of Levy, and 1099's).

2.3.2.8 Form and Letter Templates

The County desires a solution that allows a system administrator to create and edit standard forms and letter templates. The solution should have the ability to broadcast alerts and automated e-mails when specified forms and letters are used.

2.3.2.9 Archive and Archive Retrieval

The County desires a solution that has the capability to archive data based on rules defined by the County. The archived data should be flagged so that it will be excluded from reports unless a report specifically allows archived data to be included. A County user should be notified during a search or index function that a claim is archived and given the option to include or exclude. A County user should have the capability to transfer an archived to the live-production.

2.3.2.10 Code Tables

The County desires a solution that has the ability to allow a system administrator to add and update codes and descriptions.

2.3.2.11 Department and Location

The County desires a solution that has the capability to enter an unlimited number of departments, locations, and funding structure levels.

2.3.2.12 General Solution Requirements

This section refers to commonly used functions that should be accessible throughout the proposed CMS. The County desires a CMS that includes (and allows County staff to use/access) the following at a minimum:

1. The ability to export/import data in multiple formats, including comma delimited format and Microsoft Excel formats.
2. The ability to use Microsoft Outlook functionality in relation to a claim or incident.
3. The functionality to allow an administrator to create and maintain triggers that automate functions as initiated by system dates and claim management activities.
4. A worksheet specifically designed to provide the ability to calculate and populate Florida Workers' Compensation statutory forms.
5. A "Dash-Board" (view) feature that can be formatted for specific roles, containing pre-defined information related to the users individual tasks or management needs.
6. User-specific notes/comments not captured or attached to a claim file or accessible by any other user; this should operate as posting an electronic "sticky" note on your computer.
7. Payment screens.
8. Tickler system for EDI, Diary and certain payments.
9. Ability to view "Face-sheet" with pertinent information (AWW and Comp Rate).

2.3.2.13 Reporting

The County desires that the CMS include "standard reports" as well as ad-hoc reporting capabilities using Microsoft reporting capabilities. The following is a partial list of the County's "standard reports":

1. Claim and incident management reports
2. Financial Reports
3. Cost allocation reports
4. Data exception reports
5. As-of reporting
6. Litigation reports
7. Department specific reports
8. Policy/Coverage specific reports:

Miami Dade County Aviation Department (Aviation) liability claim paid reports that are used to track the \$50,000 self-insured retention and first layer of insurance with: (1) A monthly report for the property and casualty team and the brokers; (2) A weekly report for the liability adjusters who handle Aviation claims.

9. Abstract reports
10. Workers' compensation and liability specific reports
11. 1099 extract report that provides a formatted file to the County's Finance Unit.
12. Vendor management reports
13. Florida's WC Unit Statistical Report (SI 17)
14. Administrative reports
15. Fiscal year-end data extract for Actuarial Financial reporting
16. Fiscal reporting on claims assessments

In addition, the County desires to have the ability to create ad-hoc and additional reports based on any data field in the system, and the ability to schedule reports to process at various times.

Access to reports and report creation should be assigned to user roles, and exportable in a variety of electronic formats. Reports should also be distributed by system e-mail and user work queues.

2.3.2.14 Interfaces

County desires that the CMS interface with County applications, as detailed below, and import data from other County systems. The interfaces are needed to ensure a seamless flow of information related to the claim management process. The following is a list of interfaces required by the County:

1. Contracted Banking System: The County requires the ability to transmit data files related to "Positive Pay". The County also desires to receive cleared check files and apply the transaction to the payment history of the individual claim.

2. Human Resources Department: The County requires the capability to transmit employee demographic file, WC claim intake, WC eligibility file, and wage statements.

Section II

Contractual Claims Services: Pharmacy Benefit Management Network with Access to the Selected Proposer's Pharmacy

PHARMACY

Miami-Dade County Risk Management Division is self-insured and self-administers their Florida Workers Compensation Program to benefit approximately 29,000 employees in accordance to the State of Florida Workers Compensation Statute. As part of this RFP, RMD intends to secure a contract for workers' compensation pharmacy benefits management (PBM) services, including online point-of-sale pharmacy claims processing, cost containment and other utilization reviews as well as a mail order and first fill program. Provide 24 hour a day telephone support via a toll-free number to assist Participating Pharmacies with Member eligibility verification and questions regarding reimbursement, Covered Drug benefits under County's Plan, or other related concerns. Selected Proposer shall provide County with general support and consultative services regarding pharmacy benefit design, general drug use and cost data, pharmacy network design, Member communications, formulary design and implementation.

Pharmacy Claims Services

Selected Proposer:

1. To provide County WC Self Insurance Plan participants access to an established national pharmacy network. The network shall be currently filed and approved for use by the State of Florida Division of Workers' Compensation ("DWC").
2. To provide WC carrier notices necessary for carrier filing with the DWC.
3. To provide all notices necessary for the carrier to distribute to participant employees.
4. To provide all notices necessary for posting at employer locations.
5. To provide all Services in accordance with current State of Florida Workers' Compensation Statute.
6. Is responsible for issuing timely reports, both written and oral, on the status of pending and proposed activities as may reasonably be requested by the County. All written reports will also be made available to the County in electronic format.
7. To meet with the County, more frequently during implementation, but at least quarterly for the duration of the term of any agreement issued as a result of this solicitation. The meeting time, place and attendees shall be mutually agreed upon by the parties.
8. Is to notify third-party billers and network pharmacies that all future prescriptions should be processed through the Selected Proposer.
9. To contact and work with participating pharmacies upon receipt of a paper bill to request online billing for future submissions.
10. To contact and work with injured employee upon receipt of a paper bill to enhance online billing for future submissions.
11. To prepare and present a claim form and seek approval for payment by the County. Payment will be made within thirty days (30) days after such approval by Miami-Dade County.
12. To be the submitter on behalf of Miami-Dade County for EDI reporting.
13. To provide updates on news regarding medication recalls, counter indications, etc.
14. To provide reports of the medications mostly prescribed/paid and any other reports that could aid County in trying to reduce pharmaceutical costs (i.e. physician dispensing a medication that is a brand name but a new generic came out in the market – pharmacy Selected Proposer will notify County and provide letter to provider to inform and request a change).
15. To provide the County reports on credits identified/reported by third party vendors on claimed prescription orders not utilized by claimants.
16. To send County a refund check and detailed credit transactions for prescriptions orders not utilized by claimants or for medications paid in error.
17. To provide a customized DUR plan for Miami Dade County which will be as follows (or be broader in scope):
 - a. Formulary: Customized Drug Plan based on Acute: date of injury days 1-45 and Chronic: date of injury: date of injury <46.
 - b. Day's Supply: Retain =34, Mail = 90, Paper = 90.
 - c. Max Units Dispense: 480
 - d. Drug Cost Limit: \$1,000
 - e. Samaritan Dose: Yes- If carrier is closed, claimant may receive up to 3 day supply of previously approved medication, until carrier reopens.
 - f. First-Fill: Yes- File may be set up by pharmacy if eligibility has not yet been received by County via provider claim load.
 - g. Prior Authorization (POS and Retrospective Transactions (i.e., Paper):
 - i. Eligible person waiting – call adjuster

- ii. EPAQ – Notification will be provided to the adjuster through the providers web based tool.
18. To provide the following Drug Utilization Review (DUR) Edits:
- a. County must have a drug plan that is customized for County WC claimants.
 - b. County claimants are restricted to the prescribers approved by County adjusters.
 - c. The Selected Proposer will assign a claimant's record with active, inactive or terminated status. These classifications are used to determine claimant's eligibility, benefits, claims history, messaging and clinical information.
 - d. The early refill logic is set up to allow a claimant the opportunity to get their prescriptions filled when at least 70% of the medication has been used.
 - e. The Selected Proposer will develop edits to guard against duplicate payments.
 - f. The Selected Proposer's adjudication system must checks for duplicative medication therapy by drug and drug category, against a patient's current medication regimen and other medications being processed.
 - g. Clinical data is must be used to evaluate if a physician has written "no substitution allowed" prescription for a brand drug which has a generic equivalent available.
 - h. The Selected Proposer must restrict the days' supply allowed as up to 34 days at a retail provider and up to 90 days at Mail Order.
 - i. The cost of a medication cannot be over \$1,000 at retail pharmacies. Authorization from the adjuster is required for a medication in excess of \$1,000.
 - j. The Selected Proposer will restrict the quantity of a medication to no more than 480.
 - k. The Selected Proposer will provide pat-specific dosing recommendations to the pharmacy, including both loading and maintenance doses when appropriate.

Section III Contractual Claims Services: WC Bill Review, PPO, Medical EDI

Miami Dade County Risk Management Division is seeking the services of a qualified provider to provide medical bill review along with professional medical cost containment, and serve as the Medical Bill EDI Submitter, on behalf of County, for all paid medical bills to the state of Florida in accordance with current and future requirements of Rule 69L-7.602; preferred provider networks (PPO) for medical services (maintenance of a preferred provider list of physicians/doctors that are trained and certified in Florida Workers' Compensation to include cardiologists with experience treating claimants/injured workers that fall under the Heart and Lung Presumption); durable medical supplies, diagnostic testing; pre-certification, in-patient/out-patient hospital services; provide access to the PDF copies of the bills, notes/reports, and Explanation of Benefits (EOB). Selected Proposer is responsible for the responses to Petition for Reimbursement Disputes and copies are to be provided to RMD. Selected Proposer must provide quarterly and annual reports showing measures such as: number of bills reviewed by type/provider, charges vs. allowed amounts. Selected Proposer must be a Florida EDI Submitter in accordance with current and future requirements of rule 69L-7.602 Florida Workers' Compensation Medical Services, Billing, Filing, and Report Rules and the State's Medical EDI Implementation Guide (MEIG).

Medical EDI Submissions

Selected Proposer:

- 1. Must have a current Medical EDI interface with the State of Florida.
- 2. Will be registered as the submitter on all Medical EDI submissions to the State of Florida.
- 3. Has a Medical EDI submission scorecard of 95% or better for the past 2 years.
- 4. Will be responsible for any and all penalties and interest for Medical EDI related reporting not directly attributable to County late reporting.
- 5. Must have written policies and procedures for monitoring and adjudicating rejected EDI reports to the State of Florida.

Section IV Contractual Claims Services: Check Printing

County currently produces both liability and WC checks through the iVOS system. The Selected Proposer will process, print and distribute checks or ACH payments as initiated and/or approved by authorized County personnel. The Selected Proposer will provide accurate supporting documentation including EOBRs, 1099s, positive pay reports etc. which are critical to secure and ensure a fiscally sound payment system. It is anticipated that the Selected Proposer's payment system:

- 1. Can make payments from a bank of County choosing (currently Wells Fargo).
- 2. Shall have the capability to make payment via ACH.
- 3. Can send WC medical payment with the approved EOBR.
- 4. Can produce emergency checks within a 24 hour period.

5. Can make WC payments on the same day as the payment is ordered.
6. Can produce accurate audit and positive pay reports as required.
7. Can meet with and provide all applicable documentation, related to the Selected Proposer's payment system to County internal and external auditors as requested.
8. Can establish an interface with County's payroll system (Peoplesoft).
9. Has established policies, acceptable to the County, to handle over payments, rush payments, stops, voids, and other problematic payments, in compliance with Governmental Accounting Standards Board (GASB).

Section V Contractual Claims Services: ISO Indexing

The County uses ISO indexing as one of many tools to ascertain the claims history of both liability and WC claimants. Currently, County staff has direct access to the ISO portal and runs its own report. It is desirable, for our adjusters to have access through the Selected Proposer to ISO, and that the ISO reports are automatically incorporated into the file. The County is seeking that the Selected Proposer:

1. Have an account with ISO or similar firm.
2. Allow inquiries to be run through the Selected Proposer's system
3. Allow the ISO reports to upload directly into the file or if necessary via a note to the file.
4. System can, and will allow County authorized staff to pull reports from ISO or similar firm for auditing of invoices.
5. Will allow County authorized staff to have direct access to ISO (or similar firm).

The Selected Proposer shall establish an account ("Account") with a Qualified Public Depository bank agreed upon between County and Selected Proposer. The account shall be in the name of the County for the exclusive use of the County's WC and Liability programs. The County will provide an initial impress balance in the amount of five million dollars (\$5,000,000). Should it become necessary to increase the impress amount, the County will agree to do so based on satisfactory evidence provided by the Selected Proposer. The Account shall be replenished weekly by the County based on electronic reports provided by the Selected Proposer of cleared checks. The County will replenish the account funds via wire transfer. The Selected Proposer shall provide a monthly reconciliation of the Account. Any interest earned in the Account shall be accrued to the County and any banking fees will be charged to the Account. In the event that sufficient funds are not available in the Account, then Contractor shall notify the County.

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

Selected Proposer shall indemnify and hold the County harmless from any loss proximately caused by criminal or intentionally wrongful acts by any employee of Selected Proposer arising out of its use of the Account. This indemnity shall survive the termination of this Agreement. The County shall give Selected Proposer 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.

At termination of any agreement issued as a result of this solicitation, the Contractor will provide a standard conversion of all data from the Contractor's format to the format of the County's choosing. Additionally, the Contractor will assist with the transition to a new system/contractor as is necessary.

The County will continue to be obligated for applicable payments/fees due any payee for services rendered prior to termination based upon contractual obligations.

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>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	250
2. Relevant experience and qualifications of key personnel, including Key personnel of subcontractors, if any, that will be assigned to this project, and experience and qualifications of subcontractors	150
3. Proposer's approach methodology to providing the services requested in this Solicitation	100
4. Proposed Solution (System) functionality, implementation and other objectives and requirements as stated in this Solicitation	400
Price Criteria	Points
5. Proposer's proposed price	100

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee 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

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. 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-SBE.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.

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

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing 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.

4.7 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.

4.8 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:

- a) 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.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for award recommendation. 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.

4.10 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.

c) Inspector General Reviews

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

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Attachment "A" has been compiled to assist proposers in understanding the scope and volume of services requested under this solicitation. Attachment "B" is the Functional Table of Organization for the Risk Management Division of the Internal Services Department. Attachment "C" is a high level diagram of the iVOS claims management system current in use at MDC. In addition, valuable information about the County, including its budget and financial statements, can be found at the County's website www.miamidade.gov.

Attachment A.

Miami-Dade County Risk Management Statistics

County: 26,000 Total Employees

Presumptive:

Sworn Correctional Officers: 2,293
 Sworn Police: 2,754
 Sworn Fire Fighters: 1,866

Sections	Administration /Manager	Supervisor/ Return to Work Specialist	Auto Appraiser	Adjusters	Investigator	Clerical	Total Staff Count
Workers' Compensation	1	6	0	24	0	5	36
General Liability	1	2	1	11	4	7	26

In-house Litigation Defense Attorneys:

Sections	Attorney	Liability	Federal	Total Staff Count
Workers' Compensation	4			4
General Liability		10	6	16

Claim Statistics:

Estimated Software Licenses: 100 users

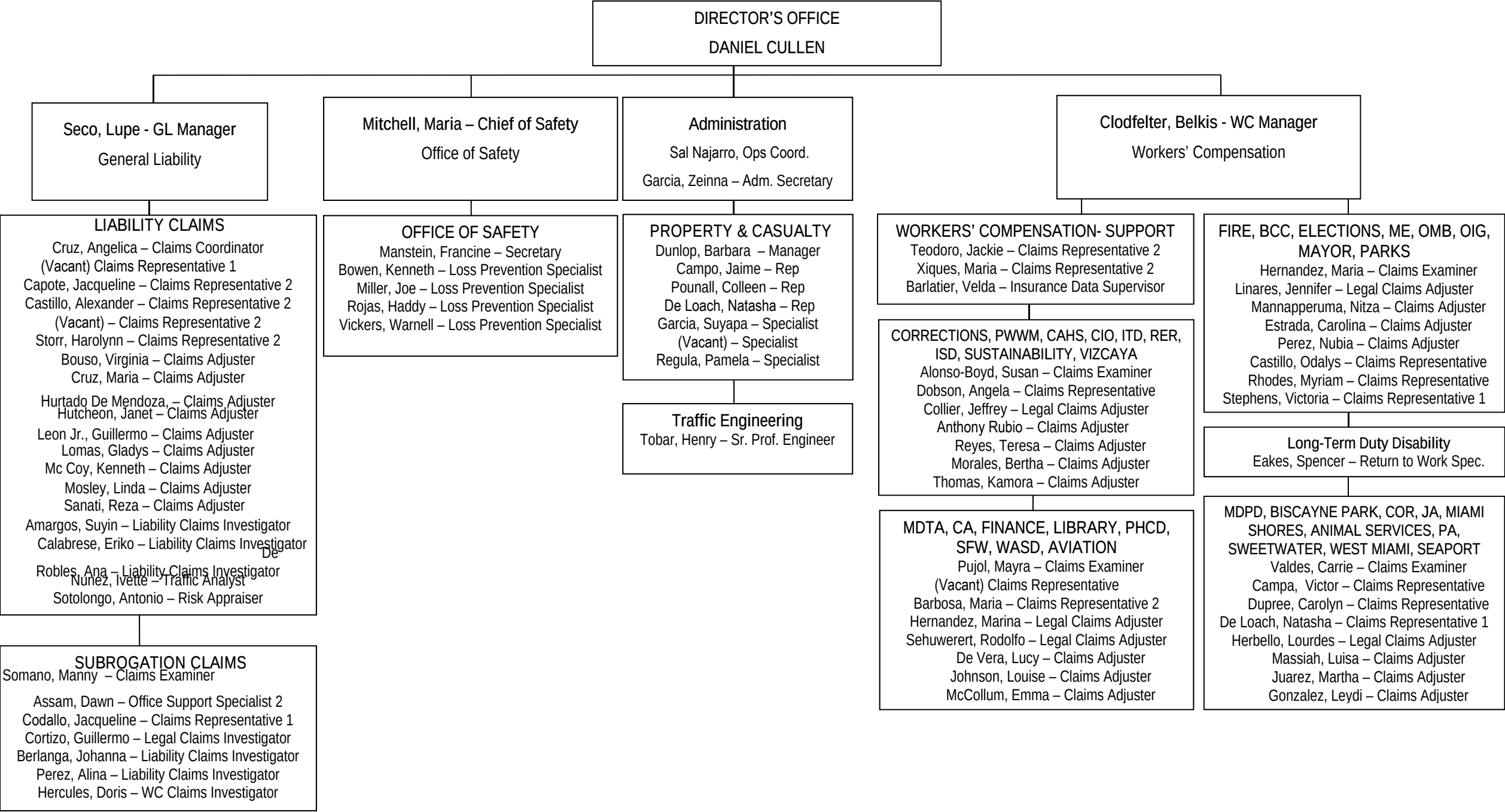
General Description	Workers' Compensation	General Liability
Total Number of Open Claims (as of 09/09/2014)	3,774	2,255
Total Number of Closed Claims (as of 09/09/2014)	2,332	3,751
Total Number of Open Litigated Claims	556	585
Total Number of Open Subrogation Claims		1,150
Total Number of Open Indemnity Claims	1,340	
Total Number of Open Medical Claims	1,183	
Total Number of EDI Submissions	1,545	
Total Number of FROI/SROI Submissions	375	
Total Number of Open Cardiac Claims	1,098	
Total Number of Automobile Claims		1,084
Total Number of General Liability Claims		995
Total Number of Police Professional Claims		176
Total of New Claims in FY-2013	2,510	3,887
Total of Indexed Claims in FY-2013	779	839
Total of Claims Reported CMS in FY-2013	90,969	754
Total of New Subrogation Claims FY-2013	1,119	1,358
Total Number of WC Bills Reviewed by Bill Review Service (8/1/13-7-31-14)	66,539	
Number of Non-Zero Bills	51,420	
Zero Bills	15,086	

Attachment A.

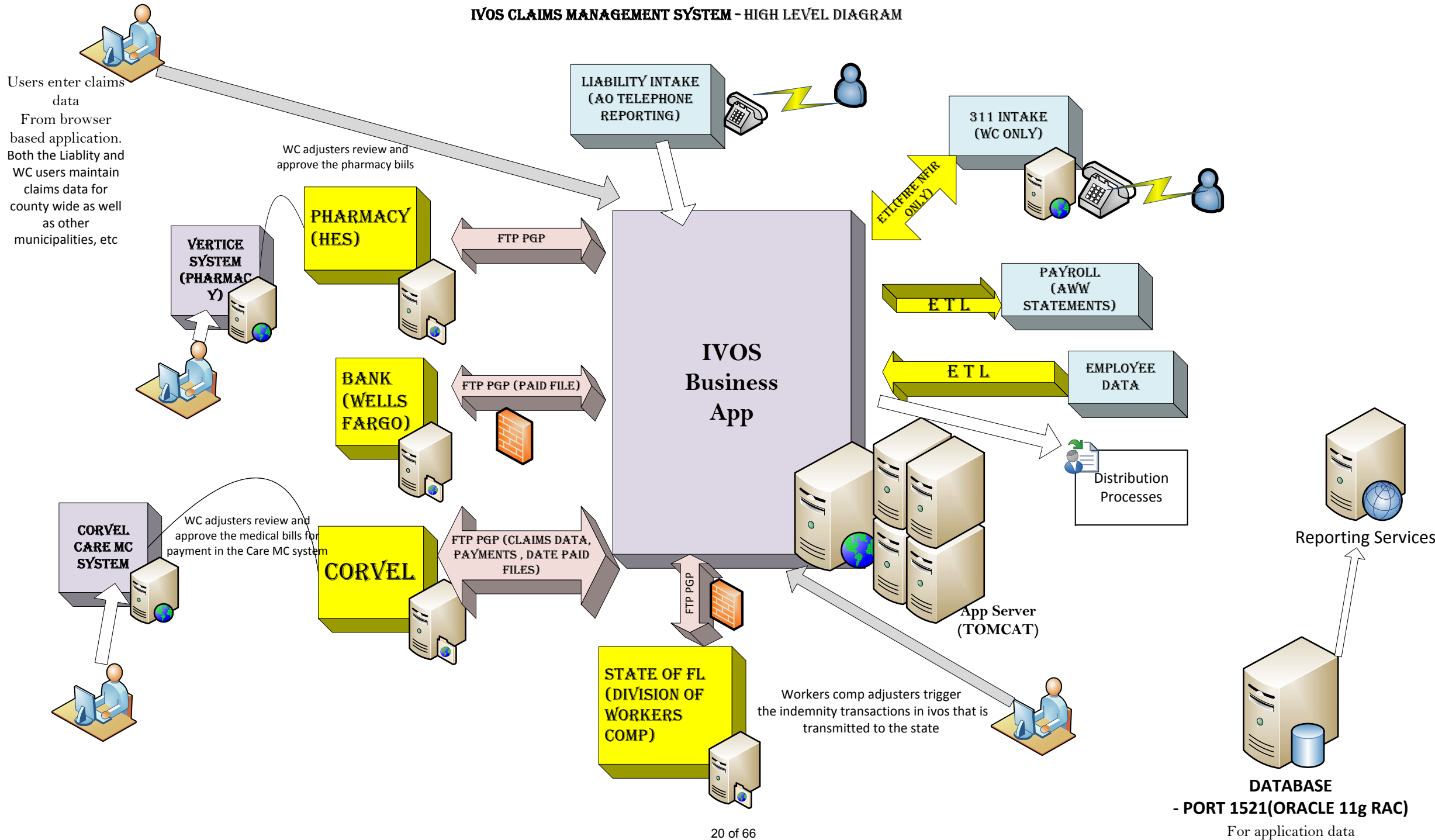
Miami-Dade County Risk Management Statistics

Total Provider Charges	\$75,240,696	
Fee Schedule Reductions	\$25,199,298	
PPO Reductions	\$3,108,893	
Other Reductions	\$24,408,298	
Total WC Bill Review Payments	\$22,524,195	
PBM Paid Script Count (10/1/13- 9/30/14)	29,115	
PBM DUR Script Count	7040	
PBM Total Script Count	36,156	
PBM received Billed/U&C/Fee Amount	\$7,601,093	
Total WC RX Paid	\$4,840,407	
Total Number of Checks Processed (Expense)	1793	1884
Total Number of Checks Processed (WC Indemnity)	19,625	
Total Number of Checks Processed (WC Medical)	72,871	
Total Number of Checks Processed (Liability BI & PD Settlements)		402
Total Number of Checks (All other BI, PD etc.)		1026
Total Number of ISO Look Up Claims		1615
Total Number of Medicare Report through ISO		78

ISD RISK MANAGEMENT DIVISION
FUNCTIONAL TABLE OF ORGANIZATION



IVOS CLAIMS MANAGEMENT SYSTEM - HIGH LEVEL DIAGRAM



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

Title
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 access to Contractor's Comprehensive Management System and to provide associated claims services for the County's Workers Compensation (WC) and Liability Programs, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00160 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 _____ 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 words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00160 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "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.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) 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.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 00160 and any associated addenda and attachments

thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall continue through the last day of the ____ month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for ____ () additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the Project Manager:

Miami-Dade County
Attention:
Phone:
Fax:
E-mail:

and,

b) to the Contract Manager:

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

(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/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such

questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; 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 Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

The Contractor shall furnish to the Internal Services Department, Procurement Management Services, 111 NW 1st Street, 13th floor, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "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.

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 judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County 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 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 subcontractors or suppliers for any Services;

- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the 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:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and

documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change

order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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.

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, 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. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete

payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. 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 41. 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 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 (Use if applicable and include the business associate agreement)

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: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Form of 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.

2. **Obligations of Associate.**

- a. **Permitted Uses and Disclosures.** Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]
- b. **Nondisclosure.** Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]
- c. **Safeguards.** Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).
- d. **Reporting of Disclosures.** Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]
- e. **Associate's Agents.** Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.
- f. **Documentation of Disclosures.** Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]
- g. **Availability of Information to County.** Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]
- h. **Amendment of PHI.** Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]
- i. **Internal Practices.** Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County

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

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

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

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

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

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

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

4. Termination.

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

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

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

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

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

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

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

7. Amendment.

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

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

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

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

10. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and

comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

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



PROPOSAL SUBMISSION PACKAGE
REQUEST FOR PROPOSALS (RFP) No. RFP-00160
LEASE OF COMPREHENSIVE CLAIMS MANAGEMENT SYSTEM (CMS) AND ASSOCIATED CLAIMS SERVICES FOR ITS
WORKERS' COMPENSATION (WC) AND LIABILITY PROGRAMS

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 Proposal Schedule

Complete following the requirements therein.

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

PROPOSER INFORMATION

Proposer's Experience and Past Performance

1. The Proposer will provide evidence demonstrating they have applied for and been granted authority to operate as a Workers' Compensation Qualified Servicing Entity (TPA) under sections 69L-5.230(1) and 69L-5.229(1) of the Florida Code. The proposer's documentation must include the authorizing number issued by the State of Florida and evidence of the proposer's pre-approved EDI interface with the State of Florida. The proposer is also required to provide evidence granting their company the authority to practice as a Third Party Administer (TPA) in the State of Florida under Statute 626.88.
2. What is the legal name of Proposer's organization?
3. Ownership:
 - a. Privately Owned
 - b. Publicly Traded
 - c. Mutual Holding Company
 - d. Pharmaceutical Company
 - e. Other
 - f. If a subsidiary, please provide the reporting structure of the subsidiary to the parent company.
4. Please describe in detail the scope and type of strategic alliances Proposer's organization currently has in place.
5. Describe the Proposer's past performance and experience in TPA systems and all such associated services. Provide a current list of clients, state the number of years that the Proposer has been in business, nationally and in the Florida market, the current number of employees enrolled in the Proposer's plan(s), nationally and in Florida, and the primary markets served.
6. Provide the address and telephone number for each office (if different) that will provide all services and specifically the following services to the County:
7. Within the past two years, have there been any significant developments in Proposer's organization (i.e., changes in ownership, legal structure, merger/acquisition, personnel re-organization, change in business emphasis, etc.)? If so, describe.
8. Does Proposer anticipate any changes in its organization's basic ownership structure or any other significant changes in its organization within the next 24 months?
9. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years – provide three (3) references of Proposer's largest current clients in Florida, and two (2) of largest references nationally. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number - for references, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County – see No. 4 below).
10. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which

administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Key Personnel and Subcontractors Performing Services

11. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
12. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
13. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
14. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

15. Provide a basic overall description of the system which Proposer will allow County staff to utilize – and how this system meets the needs of the County.
16. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (see Section 2.0) – provide multiple project plans for each main component.
17. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
18. Provide a project schedule identifying specific key tasks and duration.
19. 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.
20. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
21. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

General Proposer Questionnaire

When possible, responses are to be provided in a brief, clear, concise and bulleted format. Each question should be stated with the bulleted answer listed directly below the appropriate question. Should there be instances where certain questions are not applicable to Proposer's organization or its operations, so indicate. Besides a yes and/or no as a response, please provide details/explanation in brief, clear and concise manner, where applicable. In the instance the response is No, please advise how Proposer will meet the need.

Questions by Section:

Incident and Claim Management Questionnaire:

The incident and claim management functionality of the proposed CMS must include all aspects of a traditional claim handling system including claim entry and tracking, payments, reserving, notes/comments, and diaries. The County desires a CMS with incident and claim management functions that include:

1. Does Proposer's CMS search and index claims, and incidents using a wide range of data elements? Does Proposer system include partial string capability using the "starts-with" feature.
2. Describe the system that will process claims. How long has this system been operational?
3. Was the system developed internally or purchased?
4. Does Proposer expect to make any major system changes (i.e., move locations, upgrades, etc.) in the next 24 months? What is the anticipated impact on the County requirements?
5. What period of claims history is maintained online?
6. Describe Proposer's proposed "Disaster Recovery Plan" for all County Claims information data.
7. How often does Proposer conduct audit claims and how often does it propose to perform for County?
8. Describe how Proposer identifies, investigates and resolves possible fraudulent claims and how Proposer will perform for County and notify County.
9. Describe Proposer's policies and processes for identifying and paying claims which may be subrogation opportunities.
10. Please identify if the following field are preferred search fields:
 - a. Claimant Name
 - b. Date of Incident
 - c. Date of Birth
 - d. Social Security Number
 - e. Employee ID Number
 - f. Docket/Case Number
 - g. Adjuster's Name
 - h. Location of Accident
 - i. Department
 - j. JCN number

11. Does Proposer system have the ability to enter new claims and incidents via a dynamic system driven intake process according to the type of loss being reported? Does Proposer system's claim intake process include information relevant to the following property and casualty coverage? Please describe:
 - a. Auto Liability
 - b. General Liability
 - c. Police Professional Liability
 - d. Property
 - e. Workers' Compensation
12. Does Proposer system have the ability to accommodate County specific codes, along with all of the customary data elements expected in an advanced CMS?
13. In Proposer system is County-defined confidentiality and non-disclosure acknowledgement screen that must be agreed to before a user can access the solution possible?
14. Does Proposer system contain the functionality to process workers' compensation medical bills in accordance with all Florida statutory billing and reporting rules and procedures?
15. Does Proposer system comply with all Florida's WC EDI requirements? (Medical) and Indemnity (FROI and SROI)?
16. Does Proposer system provide financial processing capabilities typically found in advanced CMSs, including but not limited to:
 - a. Reserve screens and functionality that are coverage specific, contain reserve worksheets, and reserve authority automated notification based on a user's profile and security?
 - b. Payment entry pages and functionality that are coverage specific with sufficient detail to satisfy Florida's workers compensation payment requirements?
 - c. Payment approval process that is specific to a user's payment authority and security profile, and an automated approval process?
 - d. Payment issuance processes that complies with all State and Federal requirements?
 - e. Payment issuance reports that contain all of the pertinent information regarding a specific payment cycle?
17. Does Proposer system have the functionality to generate and send a financial transaction to an Automated Clearing House (ACH) service? Does the CMS functionality create a repetitive payment (deposit) to a claimant's bank account or debit card option in lieu of producing a physical check? Does Proposer system include the ability to accept subrogation payments via credit and debit cards, or directly from an adverse party's bank account into claims?
18. Does Proposer system have the ability to capture information related to the County's Service Connected Disability Leave ordinance for eligible workers' compensation injuries and illnesses that provide additional benefits (salary continuation)?
19. Does Proposer system have the ability to enter detailed information related to litigation but not limited to, status reports, assigned attorney, legal events, and calendars?
20. Does Proposer system have the ability to enter detailed information related to the claimant's/employee's medical condition, medical consultations, and medical case management assignments and status?
21. Can Proposer system record notes/comments pertaining to a specific claim or incident? Does Proposer system have the ability to store recorded statements, and electronic data formats?

22. Does Proposer system have the ability to record and assign diaries/action items related to a system user and a specific claim?
23. Does Proposer system associate a Microsoft Outlook e-mail with a specific claim note/comment?
24. Does Proposer system have the ability to gather and maintain detailed contact information related to a claim or incident? Can contact information be entered or selected from a current contact/vendor list and associated with a specific claim?
25. Does Proposer system have the ability to generate letters and forms from the CMS? Is an automatically pre-filled with known claim information such as claim number, claimant name, demographic information, and adjuster name feature available? Does Proposer system save letters and forms as a “.pdf” or contain the original data stamp for auditing purposes? If selected as the successful proposer will Proposer convert an initial set of letters and forms into the new system? (Who updates these letters and how often?)
26. Does Proposer system have the ability to attach a wide variety of electronic formats to a specific claim or vendor? Is Proposer system’s functionality flexible as to allow the electronic files to be categorized by type and organized to the user’s needs?
27. Does Proposer system identify if claimant has multiple injuries?
28. Does Proposer system have the ability to group claims and incidents based on a single event into claim/incidents with multiple claimants?
29. Does Proposer system have the ability to print an abstract report that summarizes general claim, legal, financial, and notes/comments information from a specific claim?
30. Does Proposer system have the ability to record in Notes/Comments County-identified tasks that have been completed?
31. Does Proposer system have the ability to manage and report to the Centers for Medicare and Medicaid Services in order to satisfy the Medicare Secondary Payer Mandatory Reporting requirement?
32. Does Proposer system contain a full set of the latest national standard code sets in the CMS, including but not limited to (1) The National Council on Compensation Insurance (NCCI); (2) The International Classification of Diseases, (ICD10); (3) Current Procedure Terminology (CPT); (4) The Diagnostic and Statistical Manual for Mental Disorders (DSM4)?
33. Does Proposer system have the capability of single point entry to automatically upload information into claims system, and generate applicable forms?
34. Does Proposer system have web-based ability to log in from anywhere, with secured user name and password?
35. Does Proposer system provide “Face-Sheet” capability to show basic information such as claim demographics, dept., position, comp rate and A.W.W. in accordance with HIPPA rules and regulations?
36. Can Proposer system query information based on name, location, department, claim number, social security number, date of injury, date of birth, and JCN number?

37. Does Proposer system have the ability to see the list of multiple claims (all claims related to that particular claimant or date of loss)?
38. Does Proposer system have a Tickler alert notification that prompts the adjuster when a task must be performed, diary due, low reserves, actual loss days, etc.?
39. Does Proposer software provide the ability to run Ad Hoc reports?
 - a. Does Proposer software provide the ability to run customized reports, as required by a regulatory agency?
 - b. Able to run abstract report(s) showing notes and payments, with the ability to limit dates if needed; or request by certain payment type and/or note type (no restrictions)?
 - c. Cardiac claims per adjuster/department?
40. Ability to run specific reports for Payroll so short-term duty disability (salary continuance) can be adjusted?
 - a. Provide confirmation and alerts of EDI Transmissions?
 - b. FROI/SROI
 - c. Provides updates with EDI
41. Capability of reporting Medicare recipient settlements to CMS?
42. Ability to change the type of claim?
43. Provide summary of payments shown as total paid for Medical, Indemnity, and/or Expense?
44. Provide a payment tab, ability to view the check information and view the PDF file attached to the payment with EOBR (Explanation of Benefits Reimbursement), bill and report?
45. Does Proposer system provide Notepad feature and ability to attach PDF document (not picture)?
46. Ability to add to a note (without changing what was previously entered) but add onto a note therefore a running diary and note should be on same tab?
47. Ability to batch print (certain reports only, date of service etc.)?
48. Does Proposer software have the ability to edit as conditions evolve?
49. Does Proposer software provide ability to set restrictions?
 - a. Reserves
 - b. Payments
 - c. User Access
50. Does Proposer system have the capacity of setting adjuster's screens to show diaries upon log in?
51. Does the system allow supervisory monitoring of adjusters activities?
52. Does Proposer system have the ability to calculate benefits, penalties and interest, on cases?

Pharmacy Questions

53. Provide documentation to prove that Proposer pharmacy network has been filed properly and approved by the Florida Division of Workers' Compensation.
54. List the name and location of Proposer nearest local representative to Miami-Dade County.
55. Will this be the representative assigned to Miami-Dade County?
56. How often does Proposer report changes (additions and deletions) in Proposer pharmacy network to the Florida Division of Workers' Compensation?
57. How long has Proposer been in the business of providing pharmacy services to Workers' Compensation carriers?
58. Do you have mail order pharmacy services?
59. Do you have the ability to apportion claims to more than one case, all cases being Miami-Dade County Self-Insurance?
60. Do you currently have the ability to apportion claims to more than one case if the cases are different carriers?
61. What is Proposer specialty? (i.e. Workers' Compensation, Health Insurance).
62. List Proposer network pharmacies.
63. What is the total size of Proposer network in number of pharmacies in all areas?
64. Describe the process by which the County will provide information to Contractor about new claims.
65. Will you provide pharmacy benefit cards to our injured workers upon the receipt of the new claims? If so, what is the turn-around time from the date you receive the new claim to the card being to the injured worker?
66. If you will not be providing pharmacy benefit cards to the injured worker, what other means will they be using to receive information about the services?
67. Will the injured worker be able to access Proposer pharmacy network before the receipt of the pharmacy card or other means of access to services? (I.e. first, fill on the date of injury).
68. What is the average savings (as a % of cost) the County will experience by using Proposer network versus paying State of Florida Workers' Compensation Pharmacy Fee Schedule rated?
69. Will the pharmacy costs charged by Proposer ALWAYS be at Florida State Workers' Compensation Pharmacy Fees or Less? If not, please explain.
70. Indicate what protocols are in place to verify that a drug prescribed is related and required treatment to the injury.
71. If a drug is dispensed that the carrier disputes, what protocols are in place to handle disputed claims?
72. What measures are in place to help control pharmacy cost?
73. What drug dispensing protocols are currently in place to provide saving to Miami-Dade County Self Insurance?

74. Please explain Proposer procedure for assuring compliance with the State of Florida Division of Workers' Compensation Medical Treatment Guidelines, e.g. how does Proposer control that narcotics are provided for a maximum of 2 weeks?
75. Provide at least 3 references from self-insured employers, preferably governmental entities for which you provide Workers' Compensation Pharmacy network services.
76. Will there be any cost beyond the actual pharmacy claim cost to Miami-Dade County self-insurance? If so, please describe.
77. How are out of state claims handled?
78. What is the turnaround time from the time an adjuster has question regarding prescriptions, bills, etc., to the response?
79. What is the turnaround time on approved medication?
80. What are the hours of operation?
81. Are clinical services provided?
82. Explain process on how pharmacy vendor will handle medication not in Workers' Compensation formulary? Such as cardiac claims.
83. How will paper bill be handled?
84. Explain Proposer ability to track denied claims and settled claims?
85. Explain process how credits on meds will be handled.
86. Does Proposer system have the ability for adjuster to view detailed history?
87. Does Proposer system have the ability to track duplicates?
88. Please provide a sample billing for Miami-Dade County?
89. Does the Proposer have ability to transfer all historic data into their system?
90. Does Proposer have services 24/7? Customer services number? Help desk?
91. Do you have the ability to identify overutilization of prescription drugs?
92. Do you have the ability to limit physician dispense repackage drugs?
93. How is Petition for reimbursement handled?
94. What does Proposer do on behalf of the County, in relation to drug advocacy programs?
95. Will you be able to provide semi-annual stewardship reports?

96. Describe the development of Proposer's pharmacy management card program. Include the date it became operational and its current membership.
97. Does Proposer's organization have ownership interest in or management contracts with any pharmacy, dispensing outlet or drug manufacturer?
98. Do PDM network pharmacies have online capability to verify claimant medical, and prescription drug history?
99. Does Proposer incorporate prescription drug claim data with medical claim data for medical management purposes?
100. Describe Proposer's generic substitution policy and process for both mail order and retail. What special steps does Proposer take to increase the use of generic drugs by enrollees?
101. What is the generic utilization and substitution rate for Proposer's book of business?
102. Describe Proposer's prospective, concurrent and retrospective Drug Utilization Review (OUR) programs. What is the source of Proposer's clinical database?
103. What is the frequency with which edits are overridden?
104. What is the percentage of claims that are rejected without override or reversed due to edits?
105. Name the primary pharmacy that would provide mail order prescription medication to claimants.
106. Does Proposer's mail order system have the online capability to detect interactions and compare utilization information with retail pharmacy utilization? How does Proposer manage this?
107. Describe Proposer's turnaround time from the time it receives a prescription from enrollee, to the date it mails medication to patient; and advise if the patient's request is "clocked" in/monitored.
108. Does Proposer offer expedited delivery of mail service prescriptions?
109. Is there a toll-free number or website available for ordering refills? If so, what is the number(s) and the website address, and what are hours of operation?
110. How frequently is the preferred drug list updated?
111. How is the preferred drug list communicated to physicians, pharmacists, and members?
112. Is the Proposer willing and able to customize the preferred drug list for the County?

Bill Review, PPO & Medical EDI Questions:

113. Please provide list of 3 largest governmental entities or self-insured employers (based on number of employees) for which Proposer has provided services in the last 5 years.
 - a. Specify what services were provided along with the length of time and any other applicable information.
 - b. Provide references for the above, name, phone number, location and email address.

- c. Provide average monthly bill volume for each
114. Does Proposer work with large public entities in Florida?
115. How long has Proposer been providing medical billing services in the State of Florida/otherwise? business?
116. The Proposer shall advise where, if anywhere, it would seek to add providers to specifically address network deficiencies? Describe how this will be accomplished.
117. Explain Proposer's system for the consideration of and the credentialing of physicians in its networks.
118. What will be Proposer's standard process and advance notification timeframe to notify the County of PPO network changes?
119. Describe Proposer's efforts at physician practice pattern feedback.
- a. Are reports provided to individual physicians, offices, or contracted groups?
 - b. Are results tied to physician incentives?
 - c. How frequently is information provided to physicians?
 - d. Are results used during the re-credentialing process?
 - e. Are Proposer's provider report cards?
120. Is Proposer software web based?
- a. Does it require any specific computer software version?
 - b. If so, which one?
121. Does Proposer have the capabilities to receive all incoming bills for Miami Dade County at Proposer's facility?
122. Does Proposer's software provide the ability to run Ad Hoc reports and if so is it part of the base system?
123. Does Proposer offer maintenance software support? Please fully describe this service.
124. Is Proposer set up to complete EDI with the State of Florida?
- a. Provides updates with EDI
 - b. Compliant with current version of ICD 10?
 - c. How long has Proposer entity provided this service?
125. Does Proposer PPO network provide list of providers nationwide?
126. How often does Proposer update Proposer PPO list?
127. Describe Proposer's medical quality assurance (QA) committee functions. Include:
- a. The frequency of QA committee meetings.
 - b. A list of committee members, with biographies and resumes.
 - c. Two important quality improvements recently identified by the QA committee and identified in QA committee minutes. If others, briefly synopsise improvements.

128. Does Proposer "profile" physicians for use patterns? If yes, please describe, and advise if Proposer can share with County.
129. Does Proposer "profile" physicians for quality of care? If yes, please describe, and advise if Proposer can share with County.
130. What benchmarks does Proposer use to compare physician performance?
131. Does Proposer have the capability to receive all medical bills directly at Proposer's designated work location?
132. Does Proposer have written procedures to assume or continue operations in the event of a hurricane, other natural disaster, or other emergency to ensure continued uninterrupted medical cost containment services? If so, please provide copy of such.
133. Please describe the workflow process for bill review services, and Proposer ability to identify duplicates in the same file and other claims?
134. If medical bills are filed untimely with the State of Florida, acknowledge that Proposer would reimburse County for any late fees assessed against the County.
135. Describe the process for handling send backs/rejections from the state.
136. Describe process for handling escheated checks, voids, refunds and stop payments.
137. Describe the methods and procedures Proposer uses to stay abreast of new medial cost containments strategies
138. Does Proposer have the capabilities to print in batches from a particular claim file?
139. Does Proposer provide a secured FTP site for the transfer of the various EI files back and forth between systems?
140. Does Proposer have the capabilities to process offsets? Please explain the process/workflow
141. Does Proposer have the capability to handle Reconsiderations?
142. Does Proposer handle the responses to Petition for reimbursement Disputes?
143. Does Proposer have a call center handling bill status and inquiries? If so, does Proposer have a 1-800 number for these?
144. What is Proposer's return call response?
145. What is Proposer's normal timeframe for bill processing from the time received to the time adjuster approves/denies and from time to payment?
146. Is Proposer able to reproduce original documents if needed?
147. How long will original documents be held?
148. What is the disposal time?

149. Does Proposer have a secondary network relationship for optimal savings?
150. How are Zero EOBRs handled?
151. Does Proposer bill per bill or line?
152. Does Proposer bill for reconsiderations (historic or not)?
153. Does Proposer provide ability to run ad hoc reports?
154. Does Proposer provide user performance report (lag time)?
155. Does Proposer have the capability to match the EOBR with the corresponding check?
156. Does Proposer have a dedicated team to work with Miami Dade County account for bill review?
157. Please list the names, titles, related experience, and location of work site
158. List the person in charge of responding and communicating for EDI purposes with the state,
159. Has Proposer experienced Florida State Audit in Florida for Workers Compensation? Outcome?
160. Please demonstrate how Proposer will submit submissions to the State and how Proposer program will document and trigger updates.
161. Please demonstrate Proposer process for monitoring the rejected EDI reports to the State (CPS) system.

TPA Check Printing:

Proposers to print and distribute checks, EOBR's, and zero EOBR reports to providers and WC indemnity checks.

162. Please advise how Proposer will process and distribute checks to claimants.
163. Please identify how Proposer systems interaction with Payroll system, audit requirements, and notifications to accounting, adjuster, and claimant.
164. Demonstrate advise how over payments, wrong vendor, rush payments, stops, voids and other problematic checks will be handled.
165. Describe Proposer's standard banking arrangement for self-insured clients. Include:
 - a. If the County can use its own bank account at a bank of its choice
 - b. If the County can use its check stock specifications
 - c. If there is monthly reconciliation of checks issued
 - d. How and when is the account funded
 - e. Wire transfer capability
 - f. Options Proposer has available for reimbursement frequency and method.
 - g. The minimum funding balance requirement and its development, and any initial deposit requirements.

- h. A description (including any report samples) of the services Proposer can provide the County to fund, monitor, and reconcile the self-funding account.

ISO Indexing

- 166. Please identify how ISO index inquiries will be handled.
- 167. Please identify how reports can be pulled for auditing of invoices.
- 168. Please identify in detail how the proposer's system will interact with indexing systems.
- 169. Please identify any additional cost requirements for ISO usage.

FORM B-1
Price Proposal Schedule

INSTRUCTIONS:

Present Proposer's price schedule on this Form B-1 "Price Proposal Schedule" for the following unit pricing. If Proposer wishes to supply an alternative pricing structure in addition to this format, it may do so as an attachment.

1) Claims Management Services:

- a) **Annual fee for the use of the Contractor's software** (This annual fee includes all costs associated with the utilization of the Contractor's CMS, maintenance and technical support; any interface, installation:

Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
\$	\$	\$	\$	\$	\$

2) Bill Review¹:

- a) Price "per bill" \$ _____
- b) PPO Discount % _____%

¹Bill Review includes FROI/SROI, Bill Review and EDI (all work performed by Contractor, based on historical numbers of County bills processed).

3) RX Drug Discount Program (PBM):

For the following classes of RX customary pricing methodologies, please identify your rates by filling in the blanks:

Brand:

Average Wholesale Price - discount ____%.

_____ is the Proposers dispensing fee for each Brand named prescription filled.

Generic:

Average Wholesale Price discount ____%.

_____ is the Proposers dispensing fee for each Generic named prescription filled.

Mail Order Brand:

Average Wholesale Price discount ____%.

_____ is the Proposers dispensing fee for each Mail Order Brand prescription filled.

Mail Order Generic:

Average Wholesale Price discount ____%.

_____ is the Proposers dispensing fee for each Mail Order Generic prescription filled.

Paper:

Average Wholesale Price discount _____%.

_____ is the Proposers dispensing fee for each Paper prescription filled.

Historical Data for County for CY 2014

Bill/Drug Type	Paid Amount	Rx Count
POS Brand	\$3,879,621.70	8,708
POS Generic	\$2,104,227.31	17,244
Mail Brand	\$378,214.00	692
Mail Generic	\$474,499.65	2,096
Paper Brand	\$13,097.67	48
Paper Generic	\$15,740.10	101
Total	\$6,865,400.43	28,889

a. Please articulate how your pricing methodology was developed:

4) Check Writing:

Price "per check" \$_____ (based on 100,000 checks per year).

5) Medicare Reporting Interface Capabilities: Annual fee for the use of the Contractor's software (This annual fee includes all costs associated with the Medicare Reporting) **(Based on 78 reports a year)**

Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

6) **ISO (or acceptable alternative – please provide all details) Interface Capabilities: Annual fee for use of ISO interface** (This annual fee includes all costs associated with access to ISO or similar look up capabilities bases on 1615 searches per year.)

Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
\$	\$	\$	\$	\$	\$

7) Charge for conversion of data from Selected Proposer’s format to County selected format at termination of any agreement issued as a result of this solicitation:

\$_____

Please provide any additional charges/compensation expected by Proposer – if so, please provide all parameters necessary for County to evaluate pricing accurately. If none, please check appropriate box.

☐ **There are additional charges**

(if there are additional charges, please provide information based upon the categories listed above and attach to this Price Proposal Schedule with all details).

☐ **There are no additional charges**

Proposer: _____

Authorized Signature: _____

Print Name & Title: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____

ADDENDUM NO. 1

DATE: May 15, 2015

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Lease of Comprehensive Management System (CMS) for Workers
Compensation and Liability with Associated Claims Services
RFP No. 00160

New Proposals Due Date: July 11, 2015

This addendum becomes a part of the subject Request for Proposals (RFP).

The Proposal Due Date has been extended to July 11, 2015.

All other information remains the same.

Miami-Dade County

Andrew Zawoyski

Andrew Zawoyski, CPPO
Chief Negotiator

cc: Clerk of the Board
Ed Gonzalez, Assistant County Attorney

ADDENDUM NO. 2

DATE: June 26, 2015

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Lease of Comprehensive Management System (CMS) for Workers
Compensation and Liability with Associated Claims Services
RFP No. 00160

New Proposals Due Date: August 14, 2015

This addendum becomes a part of the subject Request for Proposals (RFP).

The Proposal Due Date has been extended to August 14, 2015. We will issue responses to questions presented to County shortly.

All other information remains the same.

Miami-Dade County

Andrew Zawoyski

Andrew Zawoyski, CPPO
Chief Negotiator

cc: Clerk of the Board
Ed Gonzalez, Assistant County Attorney

ADDENDUM NO. 3

DATE: July 31, 2015

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Comprehensive Claims Management System (CMS) for Workers
Compensation and Liability with Associated Claims Services
RFP No. 00160

New Proposals Due Date: September 9, 2015

This addendum becomes a part of the subject Request for Proposals (RFP).

- 1) The Proposal Due Date has been extended to September 9, 2015.
- 2) A second deadline for receipt of questions is hereby established as August 7, 2015.
- 3) The term "Lease" of system is hereby changed to read "Software as a Service" ("SAAS"). All references in the RFP about a Lease is hereby deleted and replaced with SAAS. The Title of this Solicitation is hereby changed – refer to "Subject" title above.
- 4) Delete from Scope of Work item 2.2.4 "TPA Check Writing Services" and delete Section 2.3 Section IV "Contractual Claims Services: Check Printing. The County will maintain all checking writing services in-house. All references to Selected Proposer performing any check writing services is hereby deleted from Scope of Work. The Selected Proposer system will need to provide capability to enter claim payments.
- 5) Delete from Scope of Work Section 2.3.3.9 "Archive and Archive Retrieval". All references to archiving in the Scope of Work is hereby deleted.
- 6) Delete from Scope of Work Section 2.3, Section 1 ("Claims Management System"), Item 10. "Subrogation Management". All references to Selected Proposer performing any subrogation management services, and any reference to Subrogation Management Services is hereby deleted from the Scope of Work.

- 7) Replace in its entirety Item No. 5 from Section 2.3.2.12 (“General Solution Requirements”) with new Item No. 5 as follows:
“A Dash-Board” (view) feature that can be formatted for specific roles, related to the users’ individual tasks or management needs.”
- 8) Replace Item No. 6 from Section 2.3.2.12 (“General Solution Requirements”) with new Item No. 6 as follows:
“User-specific notes/comments not captured or attached to a claim or accessible by any other user should operate as an electronic attachment to the claim.”
- 9) Replace the first sentence in Section 2.3.2.13 “Reporting” and replace with: “The County desires that the CMS include “standard reports” as well as ad-hoc reporting capabilities”.
- 10) Add as new Item 4 to Section 2.2 the following: “County Operated 311 Answer” Center – The Selected Proposer’s system to have capability to provide incident intake process on a 24/7 basis for Workers Compensation and Liability Claims to include recorded statements.
- 11) Add to Item No. 3 (“WC Bill Review”) to Section 2.2 “Project Objective” the following:
“c. and, any other related medical bill review services”.
- 12) The following documents are attached as part of this Addendum:
Attachment A: Questions submitted by prospective proposers with County Responses, with attachments.
Attachment B: Miami-Dade County (MDC) Technology Compatibility Matric for MDC Hosted Solutions.
Attachment C: Miami-Dade County Technology Model.

13) Add as item No. 170 to the Proposer Information document the following:

Additional Information

170. Please submit a completed MDC Technology Compatibility Matrix for MDC Hosted Solutions.

All other information remains the same.

Miami-Dade County

Andrew Zawoyski

Andrew Zawoyski, CPPO
Chief Negotiator

cc: Clerk of the Board
Ed Gonzalez, Assistant County Attorney

Attachment A to Addendum No. 3
Questions and Responses

RFP-00160

**LEASE OF COMPREHENSIVE CLAIMS MANAGEMENT SYSTEM (CMS) AND
ASSOCIATED CLAIMS SERV**

Q1. Provide a copy of the current contract for the lease for the Risk Management Information System/claims system (CMS)

A1. Please see Attachment 1.

Q2. Provide a copy of the current contract for Workers' Compensation medical bill review services

A2. Please see Attachment 2.

Q3. How much is the full current annual lease to the county for the claims system?

A3. The County currently utilizes a software license for which pays \$55K annually for technical support and maintenance services.

Q4. Provide a copy of any contracts for pharmacy management

A4. None available.

Q5. Are case management (telephonic or field) a service the County is seeking as part of this RFP?

A5.No

Q6. How much did the county pay for bill review services each year for the past 3 full years? What is the per bill fee?

A6. Please see Attachment 3.

Q7. How much did the County pay for PPO network savings fees each year for the past 3 full years? What is the fee percentage?

A7. See Attachment 3.

Q8. Can a part of the services proposed be subcontracted to a certified Small Business Entity? How are points determined and awarded for the use of a SBE subcontractor?

A8. Yes, subcontracting is permissible. The Proposer, not the sub, is eligible for Small Business Entity preference (if the Proposer is an SBE).

Q9. What will be the start date of this contract?

A9. Anticipated date is May 2016.

Q10. The open claims data provided in Attachment A is "as of 9/9/14". Do you have updated data as of a later date?

A10. Please see Attachment 4.

Attachment A to Addendum No. 3

Questions and Responses

Q11. Will your current bill review vendor be allowed to bid on other services since they already know every other vendors pricing information?

A11. The solicitation was advertised under full and open competition. There are no restrictions on competition.

Q12. If so, will pricing information on other services be made public to the other bidders?

A12. Pricing information is noted in Attachments 1 and 2.

Q13. Please provide the following Bill Review and PPO information for the last two year period:

- Total Fee Schedule Reductions/Savings
 - Total Audit Reductions/Savings
 - Total Other Reductions/Savings
 - Total PPO Reductions/Savings
 - Total Paid
 - Total Annual Bill Volume
 - Total Annual Bill Charges
 - Bill Review Charges (per line, per bill)
- Total Audit, Enhanced and Out of Network Fees

A13. Please see Attachment 3.

Q14. Please elaborate on your existing vehicle appraising program.

A14. The County uses AudaExplore.

Q15. Would the County be willing to work with a third party provider on the WC Pharmacy Benefit Management Program?

A15. The County desires to contract with a single provider.

Q16. In section 2.3.3.9, you refer to archived data. Please elaborate on the type/format of data you wish to archive.

A16. This Section has been removed as a result of this Addendum.

Q17. Please explain what you mean by "Face-sheet" in section 2.2.9

A17. Please see Attachment 5.

Q18. Please provide a copy of your current contract with CorVel.

A18. Please see Attachment 2.

Q19. Please provide a copy of your current contract with iVOS.

A19. Please see Attachment 1.

Q20. What vehicle appraising program is the County currently using?

A20. See Response to Q14.

Attachment A to Addendum No. 3

Questions and Responses

Q21. If there is a contract in place, please provide a copy.

A21. No

Q22. If the contract(s) requested above are not provided, please provide current pricing terms for each service.

A22. Please see Attachments 1, 2 and 6.

Q23. What deficiencies does the County experience with its current CMS system?

A23. The solicitation does not include mention of deficiencies.

Q24. Will the County entertain proposals jointly submitted from a TPA and software provider or does the County require one primary contractor?

A24. The County desires to contract with a single vendor.

Q25. When is the projected "go live" date since the projected award date is January 2016?

A25. **Update:** Anticipated start date is May 2016, with go live in late October 2016.

Q26. Who will handle EDI and Medicare rejections?

A26. County staff will continue to transmit the EDI. Any EDI rejections will be corrected by County Risk Management staff, County's Information Technology Department, and Selected Proposer.

Q27. Miami-Dade or Proposer staff?

A27. See Response to Q26.

Q28. If Proposer staff, will there be one or more persons assigned at the County to work exclusively with our EDI and Medicare adjusters to obtain the required information?

A28. Yes.

Q29. What computer operating system is your staff using?

A29. Windows 7.

Q30. Mac or Windows-based?

A30. Windows.

Q31. How are the County's claims documents currently stored?

A31. County claims are stored currently both electronically and in physical file.

Q32. Paper or electronic?

A32. Both

Q33. How much storage space is required for your claims documents?

A33. For the past three years, 600 GB has been required; this figure would vary depending on yearly growth.

Attachment A to Addendum No. 3

Questions and Responses

Q34. Will the County be using the Proposer's imaging system for all incoming and outgoing documents? If so, will the incoming mail be sent to the Proposer for scanning and indexing or will that be handled by County staff?

A34. For medical bill review, all bills are being sent to the vendor. For liability claims, all documents are scanned in house by County Staff.

Q35. How are your claims documents currently transmitted to and from CorVel for bill review?

A35. Electronically.

Q36. Is the County's adjuster responsible for detecting duplicate bills prior to sending to Proposer for processing?

A36. No, the bill review company is responsible for detecting duplicates.

Q37. Does the County expect to receive a conversion of bill review data from CorVel? If so, will the County pay for any fees charged by CorVel?

A37. Yes. The County will incur the cost for conversion of bill review data.

Q38. Please describe the functionality and abilities of the current vehicle appraising program.

A38. The vehicle appraising program is used solely for appraising damaged vehicles.

Q39. What is required during data cleansing?

A39. The data cleansing effort is dependent on data mapping and process flows, depending on the proposed system's data types, requirements and constraints.

Q40. What is the desired outcome of this task?

A40. To obtain accurate data that can be queried, relied upon and used as a system of record.

Q41. Is data archiving required or just recommended for improved performance?

A41. The archiving requirement has been removed from this RFP.

Q42. To what extent is the County's current data archived?

A42. See Response to Q41 above.

Q43. If current data is archived – what amount of data is archived?

A43. See Response to Q41 above.

Q44. Will the County accept the following language as an addendum to the RFP?

Addendum to RFP No. 00160

To the extent permitted by applicable law and as properly authorized by the County, in that subsection 2.3.2.1 of the RFP provides that Selected Proposer will establish secure user groups and individual privileges for County employees who shall utilize the CMS for the reasons set forth therein and the RFP further provides for County's use of the CMS, County agrees that:

(1) County shall cause each user of the CMS designated by County ("County Authorized User") to protect user identification information and passwords and adhere to hardware and software security protocols, processes and procedures, utilizing the same industry standards as Selected

Attachment A to Addendum No. 3

Questions and Responses

Proposer is required to utilize hereunder in respect to security of the CMS; and

(2) County shall indemnify and hold harmless Selected Proposer (i) for any breaches of this Agreement by County, (ii) from any unauthorized access to the CMS, or damage to the CMS, in the event a County Authorized User does not adhere to such industry standards, and (iii) any output from, or calculations of, the CMS resulting from acts, errors or omissions of County or a County Authorized User with respect to the entry of data or other information into the CMS or the failure of County or any County Authorized User to follow the written procedures and instructions relating to the use of the CMS.

County's liability hereunder shall be limited to the amount of insurance coverage that County maintains for contractual default, general and cybersecurity liability, as the case may be, covering the County (which is inclusive of its employees, agents, and representatives, as well as County Authorized Users) in respect to acts and omissions regarding County business or as otherwise may be specified by law or County requirements

A44. Please see Section 1.4, pertaining to exceptions.

Q45. Below are our audit history data elements. Are these elements sufficient? If not, what elements would the County like to add?

Claim - Add

Claim - Change LOB

Claim - Closed

Claim - Move Tier1

Claim - Move (reassign tier/policy) * Only available when PolicyHandler integration exists

Claim - Reassign Tier

Claim - Reopened

Claim - Update

Claim Accident - Update

Claim Attachment - Delete

Claim Attachment - Upload

Claim Email - Delete

Claim Email - Sent

Claim Employer - Update

Claim Letter - Add

Claim Letter - Delete

Claim Letter - Update

Diary - Add

Diary - Advanced

Diary - Delete

Diary - Worked

First Report - Update

ISO Search - Initial

ISO Search - ReSearch

Litigation - Add

Litigation - Update

Note - Add

Attachment A to Addendum No. 3
Questions and Responses

Note - Delete
Note - Update
Party - Add
Party - Closed
Party - Delete
Party - Reopened
Party - Update
Payables - Delete
Payables - Enter Other Recovery
Payables - Enter Reimbursement
Payables - Enter Salvage Recovery
Payables - Enter Subrogation Recovery
Payables - Post NonCheck
Payables - Post Payable
Payables - Post Recurring
Payables - Update
Policy - Assign
Policy - Update
Property - Add
Property - Update
Reserve - Update
Reserve Worksheet - Approved
Subrogation - Add
Subrogation – Update

A45. Please refer to requirements of Section 2.0 Scope of Services. The County requests that the Proposer advise of its capabilities in its proposal

Q46. What kind of alerts and emails would the County like to have in place?

A46. Please refer to Section 2.0 Scope of Services. The County requests that the Proposer advise of its capabilities.

Q47. Our workflow allows specified letters/forms to be forwarded electronically to a supervisor for approval prior to being sent or mailed. Is that acceptable to the County or is an email/alert required as notification that the letter was sent?

A47. Depends on the complete proposal, which will be evaluated.

Q48. What specifically is the County looking for regarding Microsoft Outlook functionality?

A48. The objective of the County is to have the ability to scan/email documents directly to a file.

49. What statutory worksheets are required?

A49. All as required by Florida Statute.

Q50. Does the County currently use this?

A50. Yes.

Attachment A to Addendum No. 3

Questions and Responses

Q51. Is this currently programmed in iVOS?

A51. Yes

Q52. What would the County like to see in a “Dash-Board” feature?

A52. The County requests that the Proposer advise of its capabilities and approach.

Q53. What are the “pre-determined information” items that are related to the user tasks and management needs?

A53. “Pre-defined information” is deleted from the Scope as per this Addendum.

Q54. What is the County looking to capture in an “electronic sticky note”?

A54. The County requests that the Proposer advise of its claim attachment capabilities.

Q55. Should this function the same way as the Microsoft Outlook notes?

A55. The County requests that the Proposer advise of its capabilities and approach.

Q56. Is this something the County is currently using? If so, how does it work?

A56. Yes. See response Q. #55

Q57. Please provide an example of your current “Face Sheet.”

A57. Please see Attachment 5.

Q58. Could this data be pre-programmed into an Ad Hoc report?

A58. The County prefers to print from a screen shot.

Q59. On startup, our system shows Diaries Due that day and Overdue Diaries. Is this acceptable?

A59. Please provide this information in the proposal; which will be evaluated.

Q60. Please provide an example of Data exception reports, Abstract reports, and Fiscal reporting on claims assessments

A60. Please see Attachment 4 and 7.

Q61. In regards to the wage statement, how does the County currently transmit to your software provider?

A61. The wage statement information is entered manually.

Q62. What specifically is the output from the HR system?

A62. The 13 weeks wage statement.

Q63. Which fields are populated during the upload?

A63. Nothing is uploaded into the current system, it is processed manually.

Q64. What is the format of the interface with Peoplesoft?

A64. There is no current interface with Peoplesoft.

Attachment A to Addendum No. 3

Questions and Responses

Q65. What data is sent and received?

A65. Please see Response to Q64.

Q66. Does the Proposer need to physically perform services specifically for Miami-Dade County in Miami-Dade/Broward counties to qualify for the local preference?

A66. Please see Section 4.7 in RFP and the Proposal Submittal Form 8-27-2014. In order to receive local preference consideration, the “Proposer” must be local and meet the requirements of Section 2-8.5 of the Miami-Dade County Code and provide necessary documentation to substantiate the requirements.

Q67. Please provide clarification regarding the pricing and the term “firm and fixed.”

A67. The County desires to have firm and fixed pricing established in any agreement resulting from this Solicitation.

Q68. Can pricing change annually during years 1 – 5?

A68. Please refer to Form B-1.

Q69. When will the County look for pricing for the second and third 5-year renewal periods?

A69. During any negotiations.

Q70. Will the County add language to Article 10 that would hold the Proposer harmless from data entered by Miami-Dade staff and any data exporting that results from County staff?

A70. The County will review any proposed language.

Q71. If the contract is serviced in a county outside of Miami-Dade County, does the Proposer need to adhere to the First Source Hiring Referral?

A71. Yes.

Q72. Will the County add language to the HIPAA Addendum that would hold the Proposer harmless from data entered by Miami-Dade staff and any data exporting that results from County staff?

A72. The County will review any proposed language.

Q73. How often does Proposer conduct audit claims and how often does it propose to perform for County?

A73. Auditing of the claims is an ongoing process which is carried on daily.

Q74. Describe how Proposer identifies, investigates and resolves possible fraudulent claims and how Proposer will perform for County and notify County.

A74. The County requests that the Proposer advise of its capabilities in its proposal.

Q75. Describe Proposer's policies and processes for identifying and paying claims which may be subrogation opportunities.

Attachment A to Addendum No. 3

Questions and Responses

A75. The County uses a separate ‘in-house’ data base for subrogation. This is not a part of the Scope for this RFP.

Q76. Does the County desire the Proposer to perform the services listed in Questions 73–75, above?

A76. No, these services will be performed by County.

Q77. If Proposer is not handling claims administration, how would these functions be performed?

A77. The County has a self-administered program. These functions will continue to be handled in-house.

Q78. If Proposer is to handle these functions, what are the expectations for audits, fraudulent claim investigations, and subrogation?

A78. See Response to Q77.

Q79. Please identify if the following field are preferred search fields:

“h. Location of Accident”: Is this a free form field or are locations selected from a drop down menu?

A79. The County prefers to have a free form field when searching for location of accident.

Q80. If free form, how does the County expect to search within a free form field?

A80. The County requests that the proposer advise on its capabilities in its proposal.

Q81. Does Proposer system have the ability to enter new claims and incidents via a dynamic system driven intake process according to the type of loss being reported? Does Proposer system’s claim intake process include information relevant to the following property and casualty coverage? Please describe:

- a. Auto Liability
- b. General Liability
- c. Police Professional Liability
- d. Property
- e. Workers’ Compensation

A81. The County’s present system has the ability to enter new claims and incident by the type of loss. Auto-yes, General Liability-yes, Police Professional-yes, Property-no, Workers’ Comp-yes

Q82. Please provide the fields currently used to process intake forms for each coverage line.

A82. The County requests that the Proposer advise of its capabilities in its proposal.

Q83. If a form(s) is printed at the conclusion of the intake process, please provide a copy of each.

A83. See Attachment 8.

Q84. Does Proposer system provide financial processing capabilities typically found in advanced CMSs, including but not limited to:

- e. Payment issuance reports that contain all of the pertinent information regarding a specific

Attachment A to Addendum No. 3
Questions and Responses

payment cycle?

A84. Yes.

Q85. Please provide a sample of a payment issuance report.

A85. See Attachment 9.

Q86. Does Proposer system have the functionality to generate and send a financial transaction to an Automated Clearing House (ACH) service? Does the CMS functionality create a repetitive payment (deposit) to a claimant's bank account or debit card option in lieu of producing a physical check? Does Proposer system include the ability to accept subrogation payments via credit and debit cards, or directly from an adverse party's bank account into claims?

A86. The County does not utilize the ACH system.

Q87. Is this a requirement?

A87. Yes. At this time the County (Risk Management) is not using ACH nor a repetitive payment process. However, Proposers are encourage to provide its capabilities in its proposal.

Q88. Does the County have both currently?

A88. See response to Q87.

Q89. If so, please supply the vendor that provides each service.

A89. Not applicable.

Q90. If there are contracts in place, please provide copies.

A90. Not applicable.

Q91. Does Proposer system have the ability to capture information related to the County's Service Connected Disability Leave ordinance for eligible workers' compensation injuries and illnesses that provide additional benefits (salary continuation)?

A91. The County request proposer provides its capabilities in its proposal.

Q92. Please clarify what the County needs to capture here.

A92. The County request proposer provides its capabilities in its proposal.

Q93. Is the County tracking salary in lieu of compensation days?

A93. No.

Q94. Does Proposer system have the ability to enter detailed information related to litigation but not limited to, status reports, assigned attorney, legal events, and calendars?

A94. Yes, without a litigation calendar. The County request proposer provides its capabilities in its proposal.

Q95. Please clarify the meaning of "status report." What is captured in a status report?

A95. A brief synopsis of any issues or ongoing matters that would be important for County personnel to be aware of during the implementation phase.

Attachment A to Addendum No. 3

Questions and Responses

Q96. Please provide a sample of this report or supply the captions desired.

A96. Please see Attachment 5.

Q97. Does Proposer system associate a Microsoft Outlook e-mail with a specific claim note/comment?

A97. No.

Q98. Does the County system currently allow for this?

A98. No.

Q99. Can claim-related emails be housed in the email section of a claim file as opposed to the notes? If not, can the email be copied and pasted into the notes as a solution?

A99. Yes.

Q100. Does Proposer system have the ability to generate letters and forms from the CMS?

A100. Yes.

Q101. Is an automatically pre-filled with known claim information such as claim number, claimant name, demographic information, and adjuster name feature available?

A101. Yes.

Q102. Does Proposer system save letters and forms as a “.pdf” or contain the original data stamp for auditing purposes?

A102. Yes.

Q103. If selected as the successful proposer will Proposer convert an initial set of letters and forms into the new system? (Who updates these letters and how often?)

A103. Yes (to be determined).

Q104. Are letters required to be saved in .pdf format or can they be saved as .doc?

A104. Yes (to be determined).

Q105. Does Proposer system have the ability to attach a wide variety of electronic formats to a specific claim or vendor?

A105. Yes.

Q106. Is Proposer system’s functionality flexible as to allow the electronic files to be categorized by type and organized to the user’s needs?

A106. No.

Q107. What kinds of files/electronic formats does the County want to attach to a vendor record?

A107. Recorded statements, photographs, etc.

Attachment A to Addendum No. 3

Questions and Responses

Q108. Does Proposer system have the ability to print an abstract report that summarizes general claim, legal, financial, and notes/comments information from a specific claim?

A108. Yes, see Attachment 7.

Q109. What kind of data would you like to see in an abstract report?

A109. The County would like to see an abstract report which should include face sheet, all notes, and all financial information.

Q110. Please provide an example of an abstract report.

A110. Please see Attachment 7.

Q111. Does Proposer system have a Tickler alert notification that prompts the adjuster when a task must be performed, diary due, low reserves, actual loss days, etc.?

A111. Not at this time. The County request that the proposer advise of its capabilities in its proposal.

Q112. What other items would be required to trigger an alert?

A112. To be determined based on business needs.

Q113. Ability to run specific reports for Payroll so short-term duty disability (salary continuance) can be adjusted?

A113. Yes.

Q114. Provide confirmation and alerts of EDI Transmissions?

A114. Yes.

Q115. FROI/SROI

A115. Yes.

Q116. Provides updates with EDI

A116. Yes.

Q117. Please provide a sample of the reports requested.

A117. Please see Attachment 10.

Q118. Ability to add to a note (without changing what was previously entered) but add onto a note therefore a running diary and note should be on same tab?

A118. Yes.

Q119. Does the ability to add to a note need to be the same note?

A119. Yes.

Q120. Does Proposer software have the ability to edit as conditions evolve?

A120. Yes.

Attachment A to Addendum No. 3

Questions and Responses

Q121. What would the County like to be able to edit?

A121. The County request proposer provides its capabilities in its proposal.

Q122. Would it be acceptable for the administrator to edit these fields at the direction of the County?

A122. The County request proposer provides its capabilities in its proposal.

Q123. Does Proposer have the capabilities to receive all incoming bills for Miami Dade County at Proposer's facility?

A123. Please clarify the question so that a response can be provided.

Q124. Please provide clarification regarding what will be incoming for Miami-Dade County.

A124. The County still receives a small number of incoming medical bills.

Q125. Will the Proposer scan all bills and add them to the adjuster workflow?

A125. Yes.

Q126. Is the Proposer to receive all mail for the County or only medical bills?

A126. The Selected Proposer would receive medical bills, pharmacy paper bills and Petition for Reimbursement Disputes.

Q127. Will providers send their bills to the Proposer directly?

A127. Yes.

Q128. Does Proposer have the capabilities to print in batches from a particular claim file?

A128. Not currently; however the County desires the ability to print in batches. Please advise of Proposer's capabilities.

Q129. Please provide clarification regarding what the County would like to print in a batch.

A129. The County desires the ability to print all bills and medical reports pertaining to a particular claim and vendor in batches. Please advise of Proposer's capabilities.

Q130. Please identify how Proposer systems interaction with Payroll system, audit requirements, and notifications to accounting, adjuster, and claimant.

A130. Please see the reports and Forecast Report, See Attachment 9.

Q131. What is the County's payroll system? Peoplesoft?

A131. The County has an Integrated Database Management System (IDMS) which is an internal system for payroll calculations, and also uses Peoplesoft modules for time reporting.

Q132. What type of notifications are sent to accounting, the adjuster and the claimant?

A132. Reports of all issued and processed checks are sent to accounting, the adjuster, and adjuster's supervisor.

Q133. What event would trigger these notifications?

A133. Payments, voided checks, escheatment, among other events currently trigger notification.

Attachment A to Addendum No. 3

Questions and Responses

Q134. Will Miami-Dade County provide reciprocity to a vendor who is qualified as a Broward County SBE?

A134. No. Miami Dade and Broward Counties partake in reciprocity for local preference but not small business preference.

Q135. Or as a local vendor?

A135. Please see Response to Q66.

Q136. County looking to have claims application and data hosted in cloud or on local servers?

A136. In Cloud.

Q137. Under "Claims" pg. 6 of RFP: Maintain and improve fiduciary controls and automation. Can you elaborate on the driving factor behind this?

A137. The County wishes to enhance its fiduciary controls. The County requests that the Proposer advise of its capabilities in its proposal.

Q138. Is county looking to maintain relationship with 311 vendors for incident reporting?

A138. The County desires to fully automate the incident intake reporting process. The County requests that the Proposer advise of its capabilities in its proposal.

Q139. Under "Technical" pg. 6: 1. Greater real-time access to data across RMD units and County departments. What is definition of "real-time"? i.e., five minutes, one hour.

A139. Real-time means the actual time during which a process or event occurs.

Q140. Who pays for check stock?

A140. The County has deleted Check Writing Services (Section IV in Scope of Services) requirement via this addendum

Q141. Do the certified financial statements have to be audited?

A141. Please refer to item 19 in Proposer Information document of the RFP.

Q142. Can you elaborate on the 5 million dollar account described in RFP? Who maintains this?

A142. Please see Response to Q140.

**SOFTWARE LICENSE, MAINTENANCE, AND TECHNICAL SUPPORT AGREEMENT**

THIS SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("AGREEMENT") MADE AND ENTERED INTO AS OF THIS 31ST DAY OF October, 2011 BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND AON ESOLUTIONS, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, HAVING ITS PRINCIPAL OFFICE AT 3350 RIVERWOOD PARKWAY, SUITE 80, 5TH FLOOR, ATLANTA, GEORGIA 30339 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

- A. Licensor has offered to provide a software solution that shall conform to the Scope of Services, Appendix A, Miami-Dade County's Request for Proposals (RFP) No. 742 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement;
- B. Licensor has submitted a written proposal dated November 18, 2010, hereinafter referred to as the "Licensor's Proposal" which is incorporated herein by reference;
- C. Licensor is the owner of, or has acquired rights to, the iVOS Software and Documentation (as defined below);
- D. Licensor grants to the County and the County desires to obtain from the Licensor a nonexclusive, perpetual, license to use the iVOS Software and Documentation that shall meet the requirements as stated in Appendix A solely in accordance with the terms and on the conditions set forth in this Agreement;
- E. Licensor grants to the County and the County desires to obtain from the Licensor a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the SmartAdvisor Solution;
- F. Licensor shall provide maintenance and technical support services (Appendix C); provide medical bill review services (Appendix D); shall provide County access to the Preferred Provider Organization (PPO) Network; provide other related Services and provide a service level of performance (Appendix F) for the Software licensed by the County on the conditions set forth in this Agreement;
- G. Licensor offers to provide Hosting Services (Appendix E) to the County, which is on an optional basis at the sole discretion of the County and provide a service level of performance (Appendix F) for the hosting services;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Bill Review Components" means those modules of the System that provide access to the bill review functionality provided by Mitchell.



1.2 "Deliverables" and "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software and Services which are furnished to County by Licensor in connection with the Software and Services.

1.3 "License Fee" shall mean the fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

1.4 "Maintenance and Technical Support Services" shall mean the technical support and maintenance required for the County to achieve optimal performance of the licensed Software as further described in Appendix C.

1.5 "Mitchell" means Mitchell International, Inc., which provides Licensor right to use SmartAdvisor software.

1.6 Notice to Proceed shall mean a letter from the County to the Licensor after Licensor has provided all necessary insurance and any bond certificates and County has approved same, to advise Licensor to begin Work.

1.7 "Projects" and "Services" shall mean enhancements or modifications to the licensed Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, consulting, computer programming, systems integration, data processing, software development bill review services, and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.8 "Software" shall mean the computer programs in machine readable object code form listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement. Exhibit "A" may be amended from time to time by the parties in writing.

1.9 "System" is the collective reference to the Software, Documentation, Licensor Server – if County options to have Licensor host the System, and other technology that together comprises the product offered to the County under this Agreement.

1.10 "Transition Date" means date County begins use of medical bill services provided by Licensor as stated in Appendix D and Appendix F.

ARTICLE 2. GRANT OF RIGHTS

2.1 License - iVOS Software and Documentation.

Subject to the terms and conditions of this Agreement, including, but not limited to payment by County of the License Fees set forth in Appendix B, Licensor grants to County a perpetual, limited (meaning that the County is purchasing only a limited number of user licenses), non-exclusive, non-sublicensable, non-transferable license to:

(a) download, over the Internet from Licensor's website, and install on County's computer server(s), the relevant Software modules specified in Exhibit A;

(b) use the Software solely for County's internal business purposes and only for the number of concurrent users indicated in this Agreement;



(c) make one (1) copy of each licensed Software module for back-up, testing and archival purposes; and;

(d) make a reasonable number of copies of the Documentation provided by Licensor with the Software for use internally by County in connection with County's exercise of the foregoing rights.

Download Notice. Within ten (10) days of downloading the Software from Licensor's website, County will provide Licensor with a written confirmation indicating the date the Software was successfully downloaded by County to County's application server ("Download Notice").

2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licensor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Licensor and amended in Exhibit "A".

2.3. RESTRICTIONS ON USE.

2.3.1. Unless otherwise expressly authorized in this Agreement, County will not: (a) modify, adapt, alter, translate, or create derivative works from the Software or System; (b) merge the Software or System with any other software, products or services; (c) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the Software or System or any other associated products and services to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the Software or System; (e) use the Software or System to provide any facility management, service bureau or similar services to third parties, permit third parties to remotely access and use the licensed software or use the licensed software to develop a product line that is similar to the Software or System; (f) publish or share with any third party any results of any benchmark or performance tests run on the Software or System or component thereof; or (g) otherwise use or copy the Software or System except as expressly allowed under this Agreement.

2.3.2. In addition, County agrees that it will not use the System to take any action that: (i) violates any applicable law or regulation or is legally libelous, defamatory, indecent, obscene or pornographic; (ii) would violate copyright, trademark, trade secret or other property right of any third party; (iii) involves the addition, removal or modification of identifying network header information in an effort to deceive; (iv) uses the System to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Licensor's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; (vi) uses the System to collect, or attempt to collect, personal information about third parties without their consent. County will be responsible for securing licenses or authorized use agreements for any County Content entered into the System by County or authorized by County.

2.3.3. Licensor reserves the right to remove from the Licensor Server(s) any files that may damage Licensor's System or any files that are in violation of Section 2.3.2 of this Agreement, provided that Licensor agrees to give County written notice within two (2) business days after removing any County Content. The removed files will be placed in a temporary quarantined area until both parties mutually agree how to handle the files. County consents to such removal and waives any claim arising out of any such file removal.



2.4 License Grant to SmartAdvisor Solution. Subject to the terms and conditions of this Agreement upon the Transition Date and for the length of the SmartAdvisor License Term (as defined in Section 2.6 below), Licensors grants County a limited, non-exclusive, non-transferable license, without the right to sublicense, to (a) use the SmartAdvisor Solution solely for County's internal business processes in accordance with the terms of this Agreement; (b) make a reasonable number of copies of the Documentation provided by Licensors with the SmartAdvisor Solution for use internally by County in connection with County's exercise of the foregoing rights; and (c) to retain and utilize the Explanation of Review ("EORs") and other Work Product specific to County generated through use of the SmartAdvisor Solution solely for County's internal business and claims operations and consistent with the terms contained herein; provided that such license will survive termination of this Agreement; and (ii) will not allow County to utilize such data to create any new product or enhance any existing product which it offers (whether free or at a charge) to any third party or to allow any third party to do the same without Licensors's express written consent.

2.5. License Restrictions. The license and access rights granted to the SmartAdvisor Solution in Section 2.4 are subject to the following restrictions (in addition to those that may already be contained in the Agreement):

2.5.1. Unless otherwise consented to in writing by Licensors, the SmartAdvisor Solution may only be accessed and utilized from locations within the United States and may only be utilized to evaluate claims or medical bills originating in the United States;

2.5.2. Information contained in or derived from the SmartAdvisor Solution (other than County Data) may not be sold, marketed, or in any manner distributed to any third party; provided, however, that County may distribute copies of printouts or other data or information derived from the SmartAdvisor Solution to its insureds, policyholders, claimants and their insurers, agents, legal counsel, consultants, advisors, or other persons solely as necessary in the ordinary course of claims adjudication;

2.5.3. Those restrictions set forth in Appendix D of this Agreement, which are required to be included in this Agreement under the terms of the Mitchell Contract.

2.6. Subject to Mitchell Contract. The license rights granted to County with respect to the SmartAdvisor Solution are subject to the ongoing relationship between Licensors and Mitchell under the Mitchell Contract. Therefore, the term of the license grant in Section 2.4 will commence on the Transition Date and will be coterminous with the existing Term of the Agreement ("License Term") unless and until the Mitchell Contract is terminated ("Termination Date") before expiration or termination of the Agreement. If the Mitchell Contract is terminated and the Term has not expired, then the License Term will be automatically extended for a period not to exceed the shorter of (a) the remaining term of the Term of the Agreement; or (b) two years ("Special Renewal Period"). If the Mitchell Contract is terminated for any reason, this Amendment and the license rights in Section 2.4 will be terminated at the end of the Special Renewal Period.

2.7 Software Escrow. Upon the execution of this Agreement, Licensors shall designate County as a beneficiary under the Software Escrow Agreement No. 7192 executed by Licensors with Lincoln-Parry SoftEscrow, Inc. and dated December 28, 2001.

ARTICLE 3. DELIVERY

3.1 Software. The Licensors shall make available the Software for download by the County from its server. Following Notice to Proceed issued by the County, the Licensors shall advise the County that such Software is available for download.



3.2 Web Based Software. All County license keys, usernames, and passwords shall be authenticated by the Licenser and performed according to Appendix A "Scope of Services".

3.3 Documentation. The Licenser shall deliver copies of the associated Software Documentation to the County.

ARTICLE 4. AGREEMENT TERM

4.1 The Agreement shall become effective on the date stated on Page 1 of this Agreement and shall be for the duration of five years. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) five (5) year periods.

4.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

4.3 Notification. The County will notify the Licenser in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licenser, upon approval by the Board of County Commissioners.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

Licenser shall provide the County with maintenance and technical support services as detailed in Appendix C.

ARTICLE 6. SOFTWARE MODIFICATIONS

Error Corrections and Updates. The Licenser shall provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licenser's release schedule for the term of this Agreement.

ARTICLE 7. LICENSE FEES AND PAYMENT

7.1 Total Compensation. The Licenser warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Licenser deemed necessary in order to determine the price the Licenser 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 the not to exceed total amount of \$3,988,135.00 which includes any optional items as further detailed in Appendix B. The County shall have no obligation to pay the Licenser 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 Licenser.

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

With respect to travel costs and travel related expenses, the Licenser agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

7.2 License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fee as set forth in Appendix B "Price Schedule" attached hereto.

7.3 Consulting Fees. In consideration of any consultant fees associated with Services provided herein by the Licenser, the County shall pay the hourly rates and associated travel and travel related



services, if any, as set forth in Appendix B "Price Schedule".

7.4 Maintenance and Technical Support Services. In consideration of any technical support and maintenance services, the County shall pay the fees as set forth in Appendix B "Price Schedule".

7.5 Medical Bill Review Services and Access to PPO Network Partner Offering. In consideration of the medical review services and granting County access to Licensor PPO Network Partner Offering, the County shall pay fees as set forth in Appendix B "Price Schedule".

7.6 Fixed Pricing. Prices shall remain firm and fixed in accordance with Appendix B for the term of the Agreement, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

7.7 Invoices. The Licensor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Licensor, which are directly attributable or properly allocable to the Services, the Licensor may bill the County periodically, but not more than once per month, upon invoices certified by the Licensor pursuant to Appendix B – Price Schedule. All invoices issued by the Licensor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
General Services Administration – Risk Management Division
111 NW 1st Street, Ste. 2340
Miami, Florida, 33128
Attention: Director, Risk Management Division

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

7.8 If the County so desires, it may request for the provision of Hosting Services and/or professional services in addition to those Services identified in the Scope of Services or a change to the current scope. The Licensor will provide a proposal of time, effort and pricing (the latter in accordance with Appendix B) within a reasonable amount of time. Any such request if desired by the County shall be in the form of a Supplemental Agreement signed by both parties.

ARTICLE 8. PROTECTION OF SOFTWARE



8.1 Proprietary Information. The Licensor 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.

8.2 Proprietary Rights.

- a) The Licensor 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 Licensor hereunder, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.
- b) Title, ownership rights, and all Intellectual Property Rights in and to the Software will remain the sole property of Licensor. County acknowledges that the Software in source code form remains Confidential Information or a trade secret of Licensor and/or its suppliers, that the source code is not covered by any license hereunder and will not be provided by Licensor. Except as set forth in this Agreement and in the Schedules, no right or implied license or right of any kind is granted to County, regarding the Software, Documentation and the System.
- c) As between the parties, and subject to the terms and conditions of this Agreement and Appendix A and Exhibit A, Licensor and its third party suppliers will retain ownership of all Intellectual Property Rights in the System, and any and all Derivative Works made to the System or any part thereof, as well as all Work Product provided to County ("Licensor Proprietary Technology"). County acquires no rights to Licensor Proprietary Technology except for the licensed interests granted under this Agreement. The term "Work Product" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Licensor or its employees or contractors during the course of performing work for County (excluding any County Data or Derivative Works thereof). County also acknowledges that the Licensor Proprietary Technology contains Confidential Information belonging to Licensor and its third party suppliers, and that nothing herein gives County any right, title or interest in such Licensor Proprietary Technology except as otherwise expressly set forth in this Agreement. County acknowledges and agrees that Licensor may use, without restriction, all suggestions, improvements and ideas concerning any part of the System or Intellectual Property Rights therein that may be communicated to Licensor by County. Upon knowledge of, County agrees to inform Licensor immediately of any known infringement or other improper action with respect to Licensor's Confidential Information, the System or the Intellectual Property Rights therein that comes to County's attention.

8.3 Ownership. County acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor.

ARTICLE 9. CONFIDENTIALITY

9.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.



9.2 Neither the Licensor nor its employees, agents, subconsultants 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 Licensor 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.

9.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants 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 subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

9.4 County Data: County is the sole and exclusive owner of all County Data and all Intellectual Property Rights in the foregoing, whether or not provided to any other party under this Agreement. County Data will be part of County's Confidential Information under this Agreement. Licensor shall not use County Data for any purpose other than that of providing the Software or rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Licensor will not possess or assert any lien or other right against or to County Data. County will make best efforts to provide County Data to Licensor so as not to cause errors during transmission.

9.5 Injunctive Relief. 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 Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

9.6 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

9.7 Exclusions to Confidential Information. For purposes of this Agreement, "Confidential Information" will not include information or material which (a) enters the public domain (other than as a result of a breach of this Agreement); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of Confidential Information; or (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party. The receiving party will be entitled to use for any purpose any Residual Information obtained as a result of this Agreement, provided that the receiving party will not disclose Confidential Information of the disclosing party except as expressly permitted pursuant to the terms of this Agreement. The term "Residual Information" means the ideas, know-how and techniques retained in the unaided memories of the receiving party's personnel who have had access to the Confidential Information of the disclosing party in the course of this Agreement. The receiving party will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residual Information. However, this subparagraph will not be deemed to grant to the receiving party a license under the disclosing party's copyrights or patents.

ARTICLE 10. WARRANTIES

10.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not



knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

10.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the County equipment, will perform substantially as described in Licensor's then current Documentation for such Software for a period of one year from the date of acceptance by the County. If Licensor receives written notice that the System does not perform as warranted, Licensor will, at its option and at no charge to County, undertake to correct errors, or replace such portions of the System free of charge with software that performs as warranted hereunder. If, after a reasonable opportunity to cure such errors after written notice by the County, Licensor is unable to correct the errors such that the System conforms to Appendix A, then Licensor shall refund all license fees paid for the non-conforming portions of the System. Licensor recommends that County verify the data and data completeness by reviewing source data or physical documents appropriate to the process or content.

Licensor may upgrade or enhance any or all aspects of the System, in its sole discretion upon five (5) business days prior written notice, except for emergency patches or emergency maintenance; provided that in no such event will the System's functionality be degraded or modified in any manner that adversely affects County's rights hereunder. Licensor also agrees to provide sufficient training materials concerning major upgrades and enhancements.

Licensor warrants and represents that Licensor and Licensor's personnel possess such expertise, experience and resources to provide the equipment and services required under the Agreement in a diligent, timely and professional manner consistent with the highest standards of the industry. Licensor further warrants that all software and services provided will be in conformance with this Agreement. Licensor further warrants that Licensor will assign the manufacturer's warranties for software to the County or provide comparable warranties.

Licensor warrants and represents to the County that software systems developed, distributed, installed or programmed by Licensor pursuant to this Agreement (a) will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of the Agreement, including without limitation all specifications and/or functionality and performance requirements; (b) that all date recognition and processing by the software system will include the four-digit format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by the software system that includes a "year category" will be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software systems to comply with the Agreement, Licensor will, within sixty (60) days and at no cost to the County, replace or correct the software system(s) that does not comply with the Agreement.

The warranties set forth above will not be subject to any disclaimer or exclusion of warranties or to any limitation of Licensor's liability under the Agreement. Licensor will provide a contact person available and authorized to remedy any non-conformity with these warranties. The software publisher and its authorized distributor shall guarantee that all software provided shall perform as specified (satisfaction guarantee). The County requires this "satisfaction guarantee" or the software will be replaced.

10.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation.

ARTICLE 11. INDEMNIFICATION



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 FPL 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.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. 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.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

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

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY AGREEMENT NUMBER AND TITLE OF AGREEMENT MUST APPEAR ON EACH CERTIFICATE.



**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

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

The Licenser shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of this Agreement, 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 Licenser 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 this Agreement 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 Agreement.

ARTICLE 12. DEFAULT AND TERMINATION

12.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(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.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement 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 Licenser may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

12.2 Termination for Convenience. 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 Licenser and in such event:

- a) The Licenser 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) take no action which will increase the amounts payable by the County under this Agreement; and

- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

12.3 Events of Default. The County may terminate this Agreement if any of the following events of default occur: (1) if the Licensor fails to perform or comply with this Agreement or any provision hereof; (2) if the Licensor fails to strictly comply with the provisions of Article 9 (Confidentiality) or makes an assignment in violation of Article 14 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

12.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 8 (Protection of Software), or 9 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

ARTICLE 13. NOTICES

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 Project Manager:

Miami-Dade County
General Services Administration – Risk Management Division
111 NW 1st Street, Ste. 2340
Miami, Florida, 33128
Attention: Director, Risk Management Division

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5502
Fax: (305) 375-4726

(2) To the Licensor

Aon eSolutions, Inc.
3350 Riverwood Parkway, Ste. 80, 5th Floor
Atlanta Georgia, 30339
Attention: Mr. Doug Wilson, Global Director Administration & Operations



Phone: 770-308-5425
Fax: 770-308-5601
E-mail: Doug.wilson@aon.com

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

ARTICLE 14. NONASSIGNABILITY

Licensor 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 15. INSPECTOR GENERAL REVIEWS

15.1 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 Licensor 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 Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensor, its officers, agents, employees, subconsultants 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 Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

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

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

15.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, 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 Agreement. 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 Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor 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 Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, 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 Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 16. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, 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 17. COUNTY USER ACCESS PROGRAM (UAP)

17.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

17.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary. The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.



For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensors shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensors for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensors and shall be paid by the ordering entity less the 2% UAP.

17.3 Licensors Compliance. If a Licensors fails to comply with this Article, that Licensors may be considered in default by the County in accordance with this Agreement.

ARTICLE 18. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Licensors agree 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 Agreement.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Agreement.
- c) Environmental Protection Agency (EPA), as applicable to this Agreement.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensors agree to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Licensors 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 Licensors, constitute a violation of any law or regulation to which Licensors is subject, including but not limited to laws and regulations requiring that Licensors conduct its operations in a safe and sound manner.

ARTICLE 19. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

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



1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 20. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by its Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the



Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

ARTICLE 21. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 22. EMPLOYEES ARE THE RESPONSIBILITY OF THE LICENSOR

All employees of the Licensor shall be considered to be, at all times, employees of the Licensor under its sole direction and not employees or agents of the County. The Licensor shall supply competent employees. Miami-Dade County may require the Licensor 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 23. INDEPENDENT CONTRACTOR RELATIONSHIP

The Licensor is, and shall be, in the performance of all Work and Services 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 Licensor's sole direction, supervision and control. The Licensor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensor's relationship and the relationship of its employees to the County shall be that of an independent Licensor and not as employees and agents of the County.

The Licensor 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 24. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Licensor 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 Licensor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Licensor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Licensor 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 Licensor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Licensor and the Project Manager are unable to resolve their difference, the Licensor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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



conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Licensor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Licensor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or 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 Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Licensor. Except as such remedies may be limited or waived elsewhere in the Agreement, Licensor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 25. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Licensor 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 Licensor 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 26. AUDITS

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

Pursuant to County Ordinance No. 03-2, the Licensor 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 Licensor 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 27. SUBSTITUTION OF PERSONNEL

In the event the Licensor wishes to substitute personnel for the key personnel identified by the Licensor's Proposal, the Licensor 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 28. SUBCONTRACTUAL RELATIONS

a) If the Licensor 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 Licensor; and the Licensor 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 Licensor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Licensor.



- b) The Licensor, 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 Licensor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Licensor 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 Licensor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Licensor shall furnish to the County copies of all subcontracts between Licensor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Licensor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Licensor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Licensor 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 Licensor. The Licensor accepts all risk associated with using this information.

ARTICLE 30. 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 Licensor 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 Licensor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 31. FORCE MAJEURE

Neither party shall be liable to the other party for failure of or delay in performance of any obligation under this Agreement, directly or indirectly, owing to war, acts of terrorism, acts of God, epidemics, pandemics, war, sabotage, fires, storms, hurricanes, explosions, labor disputes, extensive power failure, embargoes, riots, strike and other events beyond its reasonable control. In the event that such failure or delay occurs, the affected party shall notify the other party of the occurrence thereof as soon as possible and the parties shall discuss the best way to resolve the event of force majeure.

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

Licensor

By: [Signature]
Name: DOUGLAS WILSON
Title: GLOBAL DIRECTOR OPS
Date: 17 JUNE 2011
Attest: _____
Corporate Secretary

Miami-Dade County

By: [Signature]
Name: Edward M. [Signature]
Title: Deputy Mayor
Date: 10/27/11
Attest: [Signature]
Clerk of the Board



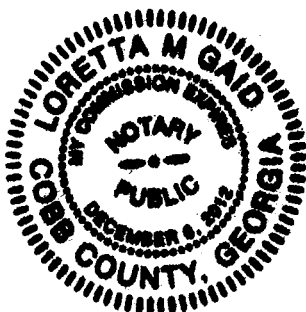
Corporate Seal

Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney

Appendices:

- Appendix A - Scope of Work
- Appendix B - Price Schedule
- Appendix C - Maintenance and Technical Support Services
- Appendix D - Medical Billing Review Services
- Appendix E - Hosting Services
- Appendix F - Service Level Performance



[Signature]

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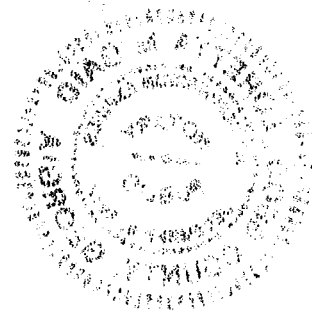


Exhibit A Software, List of Modules and Services

This Exhibit catalogs the Base Site License and the modules Licensor shall provide as part of this Agreement. The Licensor shall also provide associated custom development, custom integration, implementation, project management, data conversion, training, medical bill review services and maintenance and support services as stated in this Agreement.

Base Site License

iVOS® Claims Administration System – Enterprise
(Single Site/Server License)
SmartAdvisor

Modules/Interfaces

- Workers Compensation Module
- General Liability Module includes:
 - General Liability
 - Property
 - Automobile
 - Medical Malpractice
 - Policy Liability
- Report Module (includes Report Design and Distribution Tools)
- Business Rules
- iVOS Scheduler
- ACH
- VOS Express
- Document Imaging
- Laser Check Printing:
 - Includes five check formats
 - County will submit approved check and check stub format prior to check development
 - County will submit and obtain bank approval
- Positive Pay Interface
 - Single bank
 - County will obtain positive pay format from its bank
 - County will submit and obtain approval from its bank
- ISO (Central Index Bureau) Claim Search (All lines of Business)
 - County will transmit files to ISO using ISO's proprietary submission methods; iVOS shall create all needed outbound files and import all import files
- PBM Interface (HeatheSolutions)
- Employee interface
- EDI FROI (FL only)
- EDI SROI (FL only)
- CMS Reporting Module
- Disability Guidelines Module
- Incident Reporting Module

Exhibit A
Software, List of Modules and Services

User License Fees

- 80 Concurrent Users
 - Full Access Users
 - Unlimited Number of Concurrent Read Only Users
 - Unlimited Number of Concurrent Report Only Users
 - Unlimited Number of Concurrent Guestlink Users
- User License Fees are based on a concurrent user basis. For example, County may have any number of users with full access to the system but only up to the total number of full access user licenses may be on the system at any one time, regardless of being remote or local.

Medical Billing Review Services

Licensors shall provide medical billing review services on a per bill basis for an initial twelve month period starting on Transition Date, with County Option to extend for up to the term of the Agreement (additional four years).

Maintenance and Technical Support Services

Licensors shall provide maintenance and technical support services as stated in this Agreement.

Training (Based on 120 hours of training)

- General User Training – up to 12 attendees/class – 4 classes - 2 days per class
- Reporter Training – up to 12 attendees/class – 2 classes-1 day per class
- System Administrator up to 6 attendees/class – 1 class - 2 days per class
- Report Designer Training – up to 6 attendees/class – 1 class - 1 day per class
- System Overview Training- up to 12 attendees, 1 class-1 day per class
- User Acceptance Training- 12 attendees- 1 class - 1 day per class

Access to PPO Network Partner Offering

Licensors shall grant County access to the Licensors PPO Network Partner Offering.

Hosting Services

Licensors shall provide Hosting Services, which is incorporated in this Agreement as an optional service at sole discretion of the County and in accordance with applicable provisions incorporated in this Agreement.

Appendix A – Scope of Services

1.0 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade General Services Administration, seeks a comprehensive Risk Management Information System (RMIS). The selected RMIS will serve as a replacement for the County's existing legacy worker compensation and liability claims processing system. The Licensor shall provide a complete commercially available turn-key RMIS System, grant the County a nonexclusive perpetual license to use and shall provide implementation, configuration, integration, data conversion, consulting, testing, medical bill review services, shall provide County access to Licensor's Preferred Provider Organization (PPO) Network, training, and maintenance and technical support services.

2.0 Completion of System

The Licensor shall complete all customization, installation, integration, testing, training, and acceptance by the County within a twelve month period.

2.1 Background

The County currently utilizes CS Stars ClaimSuite of products to monitor a current workers' compensation and liability claims processing system. The system contains approximately thirty-four (34) years of data. It has been in various forms of systems. The Contactor shall replace this system with a solution that shall provide improved risk management business processes to include but not be limited to incident and claims-related processes, loss prevention processes, and fiduciary controls processes.

2.2 Project Objective

The Licensor shall provide a comprehensive, commercially available, multi-line property and casualty claim and risk management information system (RMIS) as a replacement for the County's current workers' compensation and liability claims processing system.

The proposed solution will be a software purchase or hosting of system modules that can be installed on the County's servers or hosted by the selected RMIS vendor. The County currently supports the Microsoft .Net framework, MS SQL Server, Oracle, AS/400, and IBM (DB2) databases. It is highly desirable that the proposed solution be designed for application processing and databases consistent with the above platforms under current Microsoft Operating Systems, AIX, or IBM OS/400.

The solution will be complete and will include application software, implementation, configuration, and maintenance and support services. The Licensor shall provide planning, installation, integration, training of configuration, data conversion, unit testing, training, go-live implementation, and on-going maintenance and technical support services. The County will be responsible for test plans, user acceptance testing (UAT) and configuration of software with the tools that are imbedded in the software product and with the assistance of Licensor resources.

The System shall provide functionality to enable:

1. Greater real-time access to data across Risk Management Division (RMD) units and County departments;
2. Improved data quality standards and best practice processes;

Appendix A – Scope of Services

3. Expanded incident and claim information captured and maintained;
4. Expanded functionality and usage of RMIS;
5. Consolidation of historical and ongoing claim information from multiple sources into one platform;
6. Improved reporting capability for claims and financial transactions.

2.3 Scope of Project

The Licensor shall provide a robust, comprehensive RMIS solution through a software purchase/licensing agreement. The Licensor shall ensure that the RMIS database is among the following, in order of preference: MS SQL Server, Oracle, IBM/DB2, or IBM AS/400 DB. The County's operating systems comprise the Microsoft Operating System, OS/400, or IBM AIX operating environment.

2.3.1 Proposed RMIS functionality:

The RMIS shall include the following modules:

1. Liability Management
2. Workers' Compensation Management
3. WC Medical Bill Review and Fee Schedule (via Mitchell Systems)
4. Florida WC Electronic Data Interchange (EDI)
5. Report Management
6. Check-Writing
7. Rules-based security.

The Licensor shall provide all system implementation services, which include but are not limited to:

1. Prepare hosting infrastructure (if hosted on County servers)
2. Installation
3. Training and guidance of the configuration modules for the County Administrator
4. Customization as defined in the Licensor's supplement to the RFP (SOW)
5. Configuration of standard purchased interfaces
6. Unit Testing
7. Data cleansing, migration (conversion), and validation including reconciliation of record counts and financial values
8. Reporting samples and cross-walks
9. User Acceptance Sign-off
10. Turn-over with transition to support services

Training shall occur on-site at the County's offices in downtown Miami, and include a combination of "train-the-trainer" and direct training of users (approximately 80 users), with a minimum of 120 hours of training provided on-site.

The Licensor shall provide online help and a configuration and implementation guide. Please note the County requires advance written notice of any system upgrades or corrections.

The Licensor shall provide a designated project manager to offer a consistency of service during the main project deliverables. The designated project manager is expected to continue through the length of the implementation process until System Acceptance and shall facilitate activities such as the items listed below.

Appendix A – Scope of Services

1. Software installation and configuration
2. Application customization
3. Testing and data validation
4. Training
5. Change management
6. Data conversion
7. Change control processing
8. Status reporting
9. Stakeholder meetings
10. Technical Support Services.

The County has approximately 34 years of electronic claim history and other data in the CS Stars Risk Management System that the Licensor shall convert and make accessible by the new solution. The current claim history information is as follows: (values are approximate)

1. 300,000 total claims
2. 5,800 total open claims
3. 24,000 vendor records
4. 2,900,000 payment records
5. 19.5 gigabytes of physical database space

The Licensor shall perform data conversion of the files as stated above. Tasks and deliverables include but are not limited to the following:

1. Cross-walk with CS Stars
2. Data review and cleansing
3. Conversion of historical data
4. Data exception review
5. Actual conversion
6. Data validation and testing
7. Re-clean-up of exception data.
8. Data validation and retesting
9. Cutover to production.

The Licensor shall provide long-term support and maintenance services; which includes timely correction of software defects as defined in the Service Level Agreement functional deficiencies, performance issues, and user and technical support. The Licensor shall also provide version upgrades to the County as follows:

1. Patches
2. Release notes, updated documentation, updated online help
3. Information concerning legislative requirements
4. Customer (User Groups) driven changes either reflecting functional deficiencies identified by customers or new business requirements, or reporting requirements identified by customers.

2.3.2 Functional System Requirements

This section defines the RMIS software functional and system requirements within the context of the County's Risk Management operational and workflow procedures, and IT standards.

Appendix A – Scope of Services

2.3.2.1 System Administration

The Licensor shall provide a RMIS solution that contains rules-based security and enables the County system administrator(s) to define user groups and individual privileges. The proposed solution's system administration functions shall enable the administrator to customize functionality, code tables, end user access, through a series of screens containing administrative controls. If the County adds user-defined fields to the RMIS system, the software should provide access rights to add, edit, and delete data from those tables accordingly.

2.3.2.2 System Security

The Licensor's system security shall have the capability to assign users and user groups as needed. Functions shall include, but not be limited to:

1. Record a user's profile (name, location, contact information)
2. Assign a group or role(s) to the user, including read-only
3. Restrict entire groups and users from identified sections of the system
4. Assign an adjusting office to a user profile
5. Assign a user's reserve authority
6. Assign a user's payment authority
7. Restrict users to a specific insurance type(s)
8. Restrict users to a specific department(s) or location(s)

The Licensor shall provide a solution that provides for strong passwords, unique used name/password identification, expiration date, lock-out access after a certain number of attempts (with reset capability for the system administrator), and have https/128-bit encryption.

2.3.2.3 Audit/History

The Licensor shall provide software that has the capability to provide history on mutually agreed upon data elements identified by the County and Licensor as requiring history. An audit trail must include, at minimum, the user, date, time, and actual data that is changed (from and to).

2.3.2.4 Claim Information Access

The Licensor shall provide a solution that has the capability to transfer claim information from one claim or adjuster to another. An audit trail for all of the following information transfer functions is needed:

1. Transfer a claim or group of claims to another user.
2. Transfer a payment from one claim to another
3. Transfer an adjuster diaries (all diaries) from one user to another

2.3.2.5 Online Help

The Licensor shall provide online help information that is updated as new functions are added or existing functions are remedied. The solution shall also allow system administrator the ability to edit an online help screen. The Licensor shall maintain the edited version in new releases any online help updated by the County. Online help is updated with releases, and is not updated with rolling patches.

2.3.2.6 Vendor Data

The County maintains a substantial database related to the vendors and contractors who provide services related to the risk management claim processes. The Licensor shall provide a solution that has the capability for authorized users to add, edit and inactivate vendor data. The Licensor's functionality must accommodate relationships such as vendors with a parent company (W9), subsidiary companies, and multiple locations, and also allow vendor records to

Appendix A – Scope of Services

be assigned one or more vendor types. The functionality to delete vendors must be strictly controlled and only be allowed if the vendor has no payment transactional history. The security restrictions on who can access add, delete, and modify vendors will be controlled by the county security administrators.

2.3.2.7 Form and Letter Templates

The Licensor shall provide a solution that allows a system administrator to create and edit standard form and letter templates. .

2.3.2.8 Archive and Archive Retrieval – Content Removed

2.3.2.9 Code Tables

The Licensor shall provide a solution that has the ability to allow a system administrator to add and update codes and descriptions.

2.3.2.10 Department and Location

The Licensor shall provide a solution that has the capability to enter up to 6 levels of department, location, and funding structure to adequately define the County's Department/Location assignment.

2.3.3 General Solution Requirements:

This section refers to commonly used functions that should be accessible throughout the proposed solution. The Licensor shall provide a RMIS that includes the following at a minimum:

1. The ability to export data in multiple formats, including comma delimited format and Microsoft Excel formats.
2. The functionality to send and receive e-mails in relation to a claim or incident.
3. The ability to fax electronic documents using the County's internal fax service.
4. A consistent calendar pull-up associated with each date field.
5. The functionality to allow an administrator to create and maintain a rules engine or define triggers that automate functions as initiated by system dates and claim management activities. The following is an example of activities that can be automated based on dates and claim activities:
 - a. Automatically create diaries based upon activities or client activities.
6. An area specifically designed as a "start-up" page where a user can customize to best suit their needs. The software should have predefined "start-up" and claim information page views by user role. The standard page view would be different for roles that are view-only compared with roles that have update security rights.
7. A "Dash-Board" feature that can be formatted for specific roles, containing pre-defined information related to the users individual tasks or management needs.
8. The capability to perform claim reviews from within the claim and risk management system based upon templates provided by the County. The claim review components will be available in the Audit feature.

Appendix A – Scope of Services

2.3.4 Incident and Claim Management:

The Licensor's incident and claim management functionality shall include all aspects of a traditional claim handling system including claim entry and tracking, payments, reserving, notes/comments, and diaries. The Licensor shall provide a RMIS solution with incident and claim management functions that include:

1. The ability to search, query and identify claims, and incidents using a wide range of data elements. The search functionality must include partial string capability using the "starts-with" feature for the following required search fields:

- a. Claimant Name
- b. Date of Incident
- c. Social Security Number
- d. Employee Number
- e. Docket/Case Number
- f. Adjuster's Name
- g. Location of Accident

"Wildcards" and "sounds-like" search fields are desirable but not mandatory). In addition the following data elements: Date of Birth and Department will be provided via a search/query report function.

2. The ability to enter new claims and incidents via a dynamic system driven Intake process according to the type of loss being reported. The new claim intake process must contain information relevant to the following property and casualty coverages:
 - a. Auto Liability
 - b. General Liability
 - c. Professional Liability
 1. Medical Malpractice
 2. Police Liability
 - d. Property
 - e. Workers' Compensation
3. The ability to accommodate County specific codes, along with all of the customary data elements expected in an advanced RMIS.
4. The functionality to process workers' compensation medical bills in accordance with all Florida statutory billing and reporting rules and procedures, along with the ability to support the County's cost containment partnerships with other vendors. The County is committed to creating a paperless environment. The decision on which workflow and technology options to manage and adjudicate the WC Medical Bill Review process has yet to be finalized.

The solution shall include:

- a. Ability to reduce the medical bills to Florida's fee schedule rate and generate an Explanation of Reimbursement / Explanation of Benefits (EOR/EOB) with the statutorily required codes and data.
- b. Ability to upload the billing documents to a specific claim in RMIS.

Appendix A – Scope of Services

- c. Ability to load medical bill payable data into the system for payment processing and EDI reporting. Note that the County's preference is for OCR or other document management component to read the invoices and automatically upload the data.
 - d. Ability for an adjuster to view the bill in the system with processing options such as, deny, approve, return, etc.
 - e. Provide an adjuster an accessible view of the EOR/EOB linked to each payment and ability to easily request a reprint as needed.
 - f. Provide an audit tracking process to display when a bill has been received, and uploaded, an adjuster action has been taken, a referral to a vendor partner, bill payment or bill returned date, etc.
- 5. The ability to accept and integrate the management of a payable file from the County's Pharmacy Benefit Management (PBM) Company.
 - 6. The ability to comply with all Florida's WC EDI requirements.
 - 7. The financial processing capabilities typically found in advanced claims and risk management information system, including but not limited to:
 - a. Reserve screens and functionality that are coverage specific, contain reserve worksheets, and reserve authority automated notification based on a user's profile and security.
 - b. Payment entry pages and functionality that are coverage specific with sufficient detail to satisfy Florida's workers compensation payment requirements.
 - c. Payment approval process that is specific to a user's payment authority and security profile, and an automated approval process that adheres to the County's requirements.
 - d. Payment issuance processes that are flexible and can be modified by the County and can print on County check stock or blank paper.
 - e. Payment issuance reports that contain all of the pertinent information regarding a specific payment cycle.
 - 8. The functionality to generate and send a financial transaction to an Automated Clearing House (ACH) service. The RMIS functionality will create a repetitive payment (deposit) to a claimant's bank account or debit card in lieu of producing a physical check.
 - 9. The ability to enter detailed information related to litigation but not limited to, status reports, legal events, and calendars.
 - 10. The ability to enter detailed information related to the claimant's/employee's medical condition, medical consultations, and medical case management assignments and status.
 - 11. The ability to record notes/comments pertaining to a specific claim or incident.
 - 12. The ability to record and assign diaries/action items related to a system user and a specific claim.

Appendix A – Scope of Services

13. The ability to associate an e-mail with a specific claim note/comment.
14. The ability to gather and maintain detailed contact information related to a claim or incident. The contact information may be entered or selected from a current contact/vendor list and associated with a specific claim.
15. The ability to generate letters and forms from RMIS, automatically pre-filled with known claim information such as claim number, claimant name, demographic information, and adjuster name. The letters and forms should be saved as a .doc or contain the original data stamp for auditing purposes. The Licensor will convert an initial set of letters and forms into the new system. The System security can be applied to protect document.
16. The ability to attach a wide variety of electronic formats to a specific claim or vendor. The functionality must be flexible to allow the electronic files to be categorized by type and organized to the users needs.
17. The ability to group claims and incidents based on a single event into claim/incidents with multiple claimants.
18. The ability to print an abstract report that summarizes general claim, legal, financial, and notes/comments information from a specific claim.
19. The ability to record in Notes/Comments County-identified tasks that have been completed.
20. The ability to manage and report to the Centers for Medicare and Medicaid Services in order to satisfy the Medicare Secondary Payer Mandatory Reporting requirement.
21. Contain a full set of national standard code sets in RMIS, including but not limited to (1) The National Counsel on Compensation Insurance (NCCI); (2) The International Classification of Diseases, (ICD9); (3) Current Procedure Terminology (CPT).

2.3.5 Messaging and Communication

The Licensor shall provide functionality within the solution to allow messaging for the system-wide information to be communicated to all users from within the application. The internal messaging feature shall be distributed in an alert pop-up format or banner style scrolling across the screen.

2.3.6 Reporting:

The Licensor shall ensure that the RMIS solution include "standard reports" as well as ad-hoc reporting capabilities. The County will be responsible for using the embedded Reporter tool to create and modify reports to meet the County's needs. The County will have the ability in a self-hosted environment to use any third party reporting engine that is ODBC compliant. The following is a partial list of the County's "standard reports":

1. Claim and incident management reports
2. Financial Reports
3. Not Applicable

Appendix A – Scope of Services

4. Data exception reports
5. As-of reporting
6. Litigation reports
7. Department specific reports
8. Policy/Coverage specific reports:

Aviation liability claim paid reports that are used to track the \$50,000 self insured retention and first layer of insurance with: (1) A monthly report for the property and casualty team and the brokers; (2) A weekly report for the liability adjusters who handle Aviation claims.

9. Abstract reports
10. Workers compensation and liability specific reports
11. 1099 extract report that provides a formatted file to the County's Finance Unit.
12. Vendor management reports
13. Florida's WC Unit Statistical Report (SI 17)
14. Administrative reports
15. Fiscal year-end data extract for actuaries.

In addition the Licensor shall ensure that the County have the ability to create ad-hoc and additional reports based on any data field in the system, and the ability to schedule reports to process at various times.

Access to reports and report creation should be assigned to user roles, and exportable in a variety of electronic formats. Reports should also be distributed by system e-mail and user work queues.

2.3.7 Interfaces:

Licensor shall ensure that the RMIS solution interface with the County applications, as detailed below, and import data from other County systems and vendors. The interfaces are needed to ensure a seamless flow of information related to the claim management process. The Licensor shall provide the following list of interfaces as required by the County:

2.3.7.1 Required Interfaces:

1. Personnel and Payroll System: The Licensor shall provide the capability for County to view employee payroll, demographic and time/leave information related to a WC claim for benefits.

Appendix A – Scope of Services

2. Contracted Banking System: The Licensor shall provide the capability for County to transmit data files related to "Positive Pay". The Licensor shall provide the capability for County to receive cleared check files and apply the transaction to the payment history to the individual claim.
3. PBM: The Licensor shall provide the capability for County to transmit the eligibility file and receive the payable file.
4. Human Resources Department: The Licensor shall provide the capability for County to receive the employee demographic file related to WC claim intake.
5. Not Applicable
6. Insurance Service Office (ISO): The Licensor shall provide the capability for County to transmit and receive electronic data files related to Index Bureau inquiry process.
7. Medicare Secondary Payer Mandatory Reporting: The Licensor shall provide the capability for County to transmit and receive electronic data files with the Centers for Medicare and Medicaid Services.

Attachment 1 to this Appendix A is a part of this Agreement. If there is a conflict between Appendix A and Attachment 1, the order of precedence is as follows: 1) Appendix A and, 2) Attachment 1. The County's RFP No. 742 and any associated addenda and attachments thereof, and the Contractor's Proposal will act as supporting documents.

Attachment 2 to this Appendix B is a part of this Agreement. It is Implementation Schedule to accomplish Appendix A. The start and finish dates may not be accurate, however, the duration times are. The start date shall be the Notice to Proceed date as defined in the base Agreement. The Contractor shall provide an update of this Schedule to the County Project Manager within five days after the NTP.

Attachment 1 to Appendix A

Statement of Work (for iVOS)

Licensor is providing an application to County, which constitutes an Internet-based and accessible Claims Management Information System. County has contracted with Licensor for the following specific application: **iVOS**

The following outlines the Implementation Services as defined to date.

iVOS Implementation and Deliverables:

Estimated Start: Ten (10) business days from receipt of Notice to Proceed (NTP)

I. Configuration for iVOS Claims Management

Configuration of the iVOS claims module will be the primary responsibility of County. Licensor Project Management, Business Analysts and Trainers will provide the necessary instruction to complete this task. Configuration tasks are outlined below for Project Management/Implementation support to implement the following modules:

Workers Compensation Module

The following jurisdiction will be included with the implementation: State of Florida ("Jurisdiction").

- Standard Licensor implementation includes loading of compensation rates for the Jurisdiction and loading of all jurisdictional forms and reports. Review of forms and reports is the responsibility of County, and modification of correspondence variables (pre-filled values on state forms), is the task of County.
- Licensor shall provide standard compensation rates for the Jurisdiction. Review of jurisdictional compensation rates is the responsibility of County.
- Licensor shall complete the EDI setup and configuration. This includes the production of FROI and SROI files, rename jobs, encryption jobs, and ftp transfer jobs. In addition Licensor shall work with County to contact the jurisdiction to determine the testing process.
- County will be responsible for creating and maintaining all security groups and roles, as well as the security on each tab within the application. This includes, default values, read-only access, disabled and visibility properties, tooltips, restricted values and more. Licensor's implementation services will assist County in training and providing guidance in best practices with security.
- Licensor shall assist County with setting up reserve transaction codes, payment transaction codes, County insurance types and policy coverage information. County is responsible to provide needed information regarding Fiscal Year structure, Policy structure, Organization structure, and all other coded fields. Licensor shall provide best practice consulting on codes configuration and maintenance.

Liability Module

- The Liability Module allows for tracking of claims for all liability lines of business. County has contracted for the following lines of business:
- Automobile
- General Liability
- Medical Malpractice
- Police Liability
- Property

Attachment 1 to Appendix A

- County will be responsible for creating and maintaining all security groups and roles, as well as the security on each tab within the application. This includes, default values, read-only access, disabled and visibility properties, tooltips, restricted values and more. Licensor's implementation services will assist County in training and providing guidance in best practices with security.
- Licensor shall assist County with setting up insurance types, reserve transaction codes, payment transaction codes, County insurance types and policy coverage information. County is responsible to provide needed information regarding Fiscal Year structure, Policy structure, Organization structure, and all other coded fields. Licensor shall provide best practice consulting on codes configuration and maintenance.

Report Module (includes Report Design and Distribution Tools)

- Licensor shall deliver all standard templates with application
- Licensor shall configure the following reports as part of the standard implementation. Claim Log, Claim Summary, Payment Total, Reserve Total, and a severity report of County's choosing.
- Licensor shall also schedule one report within Scheduler and provide one Distribution Item as examples for County.
- Licensor shall provide training on embedded Reporter and Report Designer, as well as Scheduler and Distribution.
- County is fully responsible for configuring, maintaining and customizing all reports. In addition, all scheduling of reports and distribution of the reports is the responsibility of County.

Business Rules

- Licensor shall provide all iVOS Business Rule templates with the application.
- Licensor shall provide a listing of all business rules through the online help file, as well as a Business Rule Template for organizing rules.
- Licensor shall work with County to set up 3 business rules for the Claims Module.
- County is responsible for enabling, configuring and maintaining all business rules in iVOS.
- Any 3rd party rules engine is the sole responsibility of County. If County decides to use JBOSS Rules, an estimate will be provided as requested and will follow Licensor's standard change management process.

iVOS Scheduler

- Licensor shall deliver Scheduler with the iVOS application
- Licensor shall setup and configure one set of all different batch jobs that are part of this implementation effort. Licensor shall setup and configure payment processing jobs. Licensor shall work with County when configuring jobs to ensure that the following examples of parameters are accurate: filenames, paths, timing, links, and all other definable attributes. Licensor shall provide a review of all scheduled jobs defined by Licensor prior to go live.
- County is responsible for the setup and maintenance of any duplicative jobs (for example Licensor shall setup the 1st EDI state, subsequent states will be the responsibility of County) as well as have a clear understanding of all jobs set in scheduler.

Document Imaging

- County must comply with the minimum requirements for scanning equipment as outlined in Exhibit A.
- Licensor shall configure the document imaging job to scan to a directory or a mail server based on County's requirements.
- Licensor shall assist County in scanning one (1) batch of images, including separator pages to ensure scanning is working.

Attachment 1 to Appendix A

- Licensors shall review the document image assignment tab with County to demonstrate how to assign images to claims.
- Licensors shall work with County to review document workflow and provide best practice recommendations on document type codes, document status codes, and document workflow.
- Licensors shall configure a maximum of 5 document work queues as part of the initial implementation. Any additional queues will be subject to Licensors's defined Change Control Process.
- Standard security protocols are expected to be adhered to, including file encryption and electronic transfer.

Employee Interface

- The standard employee interface is comprised of two components; the import of employee demographic and wage information into the iVOS Employee table, and the automatic fetching of employee data into the claim during claim entry.
- The standard employee interface format for import is a fixed length flat file.
- Licensors shall provide County with all available fields that can be imported into employee table.
- County will be responsible for creating a fixed length flat file, without headers or trailer records, from the source system.
- Licensors shall configure the employee load using the Standard Interface Utility.
- Licensors shall work with County to configure business rules for Employee Updates.
- Licensors shall assist County with testing iVOS after employee data is loaded to ensure the fetching of data when adding a claim is working correctly.
- Web Service Employee Interfaces are considered custom.
- Standard security protocols are expected to be adhered to, including file encryption and electronic transfer.

ISO Claim Search

- Licensors shall configure the standard ISO Claim Search export and import jobs using Scheduler.
- Licensors shall review the standard ISO Claim Search business rules with County and enable and configure the rules as required.
- iVOS uses the Universal format 5.5.
- County is responsible for the transmission of files to ISO utilizing ISO's proprietary tool.
- Standard security protocols are expected to be adhered to, including file encryption and electronic transfer.
- County is responsible for obtaining and maintaining all needed contracts with ISO. County should receive all needed testing information from ISO.
- Licensors shall work with County to transmit test files and receive approval from ISO to move to production.
- County is responsible to understand all ISO business rules and scheduler configuration.

Laser Check Printing

- County is responsible for providing Licensors with Check Format, Bank Requirements, Sample Check Stock, Check Signature in .GIF format, logo in computer readable format, check signature threshold requirements, and check stub requirements.
- Licensors shall configure the needed check formats and EOB forms that go with the check.
- County must adhere to the minimum printer requirements including MICR cartridge.
- After checks are programmed, County must submit the proper number of checks to the financial institution for check approval.

Attachment 1 to Appendix A

Positive Pay

- If County provides a new format, all programming is included with the cost of the module.
- Positive Pay is a two way interface. iVOS exports check data to the financial institution, and receives back cleared date information from the bank where available.
- Licensor shall setup and configure the Positive Pay job in Scheduler.
- County is responsible for the transmission of the file to the financial institution. County can use iVOS jobs for file transmission where the transmission methods are within the financial institutions parameters.
- Standard security protocols are expected to be adhered to, including file encryption and electronic transfer.

Center for Medicare and Medicaid Services (CMS) Module

- County must apply directly with CMS and obtain testing dates, RRE numbers, and production dates
- Licensor shall assist County with one RRE setup, one test eligibility file, one claim report file and one claim response file for any claimants that CMS determined need to be reported.
- The actual file transmissions are the responsibility of the County.
- Additional testing and all production submissions will be the responsibility of the County.

II. Configuration for Mitchell Integration

- Mitchell SmartAdvisor integrated solution will be used
- Jurisdiction will be for FL only
- EOB's will be printed out of iVOS
- Medical EDI will be performed from SmartAdvisor
- Client will work with Bill Review Account Manager, along with Licensor Project Manager and Licensor Business Analyst to determine and implement workflows.

Bill Review Services

- Licensor shall setup all needed interfaces and integration points for Bill Review Services.
County will work with Bill Review Account Manager, along with Licensor Project Manager and Licensor Business Analyst to determine and implement workflows.

III. iVOS Custom Development

- Licensor shall provide a two way pharmacy interface with pharmacy management company (currently, Healthy Solutions). If there is need to change pharmacy management company so long as the file format is the same as currently used there is no additional interface charge.

IV. Data Conversion Services

Standard iVOS Claim Conversions include the following conversion phases:

Module	Data Source	File Type	Number of Trials	Line(s) of Business	Load Type
Core Claim Data	CS Stars and RiskLog (Incidents only) Systems	CSV/Text file (one tab) in specified eSolutions format	2 trials and 1 final	WC,auto,property,medmal,GL,Police Liability	New Implementation

Attachment 1 to Appendix A

Contacts, Diaries, Notepad, Litigation, Vehicle, EDI, Work Status, and associated reference tables	CS Stars	Custom layout	2 trials, 1 final	As above	New Implementation
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- Core Claim Data includes claim, claimant, employment, work comp claimant, claim indicators and associated reference tables such as claimant type, incident type, body part, claim cause, nature of injury, class codes, occupation, incident location adjusting office, and all specific claim reference tables included in source data.
- Financial Data includes vendor, payee, reserve history, payment check and associated reference tables such as reserve categories, payment transaction codes and reserve reasons.
- The data conversion process consists of 3 components:
 - Business Structure Mapping
 - Reference Data
 - Transactional Data
- The following tasks need to be performed for the trial and final conversions:
 - Financial Balancing Validation
 - Data Conversion Mapping Validation
 - Application Functionality Validation

County does require data from multiple sources to be combined into one record. County will be required to provide Licensor eSolutions with the following information:

- Primary source table
- Which fields are to be merged from the secondary source table
- How the records between the multiple source tables are to be matched
- How the financials are to be matched and combined
- How to determine the status of the primary record
- How all associated tables are to be merged to the primary record
- Balancing reports must include all secondary tables to be combined with the primary record

Requirements:

- The data extract method and processes must be repeatable. County will provides all tables and/or files from their old system that contain data, both claim and transactional, to be converted into iVOS.
- Licensor requires that all data is encrypted and received via ftp. An encrypted hard drive is acceptable.
- The accepted data formats are:
 - Oracle dump
 - SQLServer backup
 - MS Access database
 - Fixed length, unpacked, ASCII text file (file layouts required)
 - Delimited, unpacked ASCII text file (file layouts required)
 - MS Excel spreadsheet or CSV file (file layouts required)
- A data dictionary and/or Entity Relationship Diagram. If no data dictionary is available, access to a person with in depth knowledge of the database must be provided.
- All reference table codes/descriptions must be defined by County (ex: injury codes, body part codes etc.)
- Complete table mappings are to be approved by the County.
- Financial balancing information provided by County. The reports should contain:
 - Claim counts both open and closed
 - Paid amounts
 - Total Incurred and/or outstanding Reserves
 - Recovery amounts

Attachment 1 to Appendix A

- These reports are expected to provide detail that can be broken down by:
 - Fiscal Year
 - Insured/Org Structure
 - Claim level detail
- All conversion development is completed within the Licensor eSolutions environment.
- Signoff on each trial conversion and the go live is required by County.

Assumptions:

- Conversion of approximately 300,000 Claims
- Data conversions for new implementations will be completed on the latest version of the production application.
- Licensor eSolutions will provide the reconciliation report, data mapping and transformation documentation to County.
- Charges assessed by any Third Party for the extract and delivery of data noted above is the responsibility of County. Licensor eSolutions fees do not include any fees assessed by any Third Party.
- The standard data reconciliation will be completed for all claim financial conversions. Any time required to complete a custom reconciliation will be charged.
- Licensor eSolutions will perform a one time copy of standard security and configuration data from the County test environment to the final production database (includes application registry, users, roles, groups, business rules, job schedules, correspondence, report data; does not include reference table changes beyond conversion data base).

V. Training (Based on 15 total days of training)

Training includes at County provided facility the following:

- System Overview Training - 12 attendees/class max
 - 1 training day
- General User Training - 12 attendees/class max.
 - 8 training days
- Reporter Training - 12 attendees/class max.
 - 2 training days
- Reporter Designer – 6 attendees/class max.
 - 1 training day
- System Administrator Training – 6 attendees/class max.
 - 2 training days
- User Acceptance Training – 6 attendees/class max.
 - 1 training day

VI. Progress Reports and Document Management

Licensor shall communicate updates to County at least bi-weekly, or agreed upon frequency, on a set day and time. Prior to each status call, Licensor shall provide a Meeting Agenda and Open Items List.

A. Aonline

The implementation will utilize the Aonline portal as the document management portal for all implementation and configuration documentation for County.

Requirements:

- ☐ Standard configuration of the My Place document management for the Implementation.
- ☐ County will provide the list of users who will have access to Aonline for the Implementation. Each user must be designated as one of the following users:
 - Author – Authorized to post and edit documents to the site.

Attachment 1 to Appendix A

- Reader – Authorized to open documents posted on the site.

Assumptions:

- ☐ Support for the Implementation document portal will be provided by the implementation team.

B. Activity Status Reports

Activity status reports will include the following components:

- ☐ Accomplishments since last update
- ☐ Outstanding tasks & owner
- ☐ Overdue tasks & owner (if any)
- ☐ Project risks & degree of risk
- ☐ Total hours for the project to date
- ☐ Updated project plan in Adobe format.

Licensor shall provide activity reports to County monthly.

Licensor shall provide a monthly report of the percent complete of scope and timeline and percent incurred of cost to Project Base Line.

VII. General Assumptions

- ☐ County Project Manager will be responsible for co-managing the project and obtaining consensus and sign-off on requirements and work products.
- ☐ County will dedicate sufficiently skilled resources to support the Services as described within this Statement of Work.
- ☐ County will provide the requested resources, with the requested skills and project dedication as outlined in a mutually agreed upon work plan.
- ☐ County will identify resource(s) to transition responsibilities to and take ownership of the project deliverables.
- ☐ Decisions required on the project will be made in a timely fashion, as identified in the project plan or established in the project charter, so as not to impede progress and add cost to the implementation.
- ☐ County will be responsible for providing internal change management, communications planning, and internal marketing for any project.
- ☐ County will provide internet access, telephones, workspace, access to conference rooms for meetings, and other required facilities for Licensor resources to complete the Services if work is required to be completed at County site.
- ☐ County will provide remote VPN connectivity to County systems for doing portions of the Services remotely, if necessary.
- ☐ County will provide defined FTEs required for the duration of the project as defined in the project plan.
- ☐ County and Licensor shall be responsible for all activities related to planning, preparation and execution of the test cycle. Licensor shall execute comparable test plans that match County business requirements, scripts and sign-off.
- ☐ County will participate in gap and functional analysis during the scoping phase and Licensor shall create supporting documentation of customization for County review and sign-off.
- ☐ The assigned County Project Manager will be responsible for coordinating the work of all County project resources and obtaining consensus and sign-off on requirements.
- ☐ Any critical code changes that must be implemented in any County systems that affect data provided to Licensor shall be reviewed by Licensor to determine the impact, if any, on fees and timeline for the implementation.

VIII. User Acceptance Testing (UAT)

Throughout the implementation, Licensor shall require County to complete user acceptance testing as functionality is delivered. It is recommended that the County, with support from the Licensor project team,

Attachment 1 to Appendix A

develop end-to-end UAT plans in anticipation of final delivery for testing. UAT duration will be mutually agreed to as part of the approved project schedule.

As part of final delivery, County will be required to sign the iVOS User Acceptance Document for formal acceptance of the iVOS implementation.

IX. Roles & Responsibilities

The following Roles & Responsibilities have been identified in order to complete the implementation tasks outlined in this Statement of Work.

Role	Responsibility
Licensors Professional Services Management (Account Manager, Practice Manager, Director and Executive Sponsor)	• Ensure that adequate resources are available for completing the project within the specified scope, budget and time frame. • Responsible for developing relationship with County to ensure that County goals are being met. • Owns account relationship once implementation has completed. • Point of escalation for any issues.
Licensors Project Manager	• Ensure that the project produces the required products to the standard of quality within the specified scope, time and budget. • Ensure the solution meets the specified requirements. • Create and maintain the project plan. • Communication of project milestone progress to the Licensors Management. • Ensure timely maintenance of open items log for the project. • Maintain project issue and risk log. • Coordinate resources working on the project including Configuration, Report writing and Data Services • Ensure that tasks performed are within the defined project scope. • Commitment to the project plan and this Statement of Work. • Ensure the appropriate documentation is created for the configuration and custom work completed. • Provide consultative services to County to ensure the solution is efficient and meets the County's needs. • Ensure that the project stays in scope with user requirements. • Co-ordinate and co-manage user acceptance testing with County project manager. • Coordinate and manage user training. • Manage project budget and financial health.
Licensors Analyst	• Complete system configuration per the signed specifications. • Complete custom report development per the signed specifications. • Complete unit testing of custom development. • Complete the reconciliation of the carrier/system conversion(s). • Assist in user acceptance testing of custom development.
Licensors Analyst con't	• Custom Requirements – Responsible for identification of required customizations and to ensure standard specification templates are developed which articulate the change in terms of functionality, workflow, and technical design. • Correspondence – Review standard Licensors letters and define custom letters. Provide support during Implementation. • Interfaces – Review requirements for interfaces to other systems or entities and produce standard customization specifications. • Business Rules – Review system business rules and operational workflows with County, and make recommendations on which

Attachment 1 to Appendix A

	business rules to activate. Provide support during implementation. • Security – Assist in definition of users, roles, and groups for application security and operational effectiveness. Provide support during Implementation. • Reports – Review high-level business reporting requirements and documents. Provide support during implementation. • General Support – Provide ongoing technical and business application support for County team
County Project Manager	• Commitment to the project plan and this SOW (Statement of Work) • Provide oversight to the project from the County perspective • Approve this SOW and sign-off on the successful implementation of this project • Supply appropriate resources • Ensures that the County team is engaged and manages its timelines to expected deliverables. • Set priorities • Ensure specifications are complete, accurate and timely • Provide final decision within 24 hours when consensus not achievable • Coordinate and manage user acceptance testing • Work with data sources to ensure high level of quality • Coordinate field user training (incident reporting) • Coordinate County resources for creation and execution of user acceptance.
County Business Analyst and Technical Support	• Execute on identified tasks during the implementation • Execute all County and Third Party deliverables in coordination with County Project Manager. • As needed for Incident Reporting and County internal data system conversions - Actively participate in conversion of existing data to iVOS: ▪ Provide data in accordance with the iVOS standards ▪ Assist with conversion mapping and issue resolution during conversion programming phase. ▪ Review mapping/financial balancing of Trial Conversion. Document all issues associated with Trial Conversion. ▪ Sign off on trial and final conversions. - Communicate business requirements for custom interfaces / custom development. Sign off on all specifications for custom development. - Assist in documentation of desired workflow(s). - If self-hosted, install, configure and test software and database. - Create test plans and testing strategy to test application and data conversion. - Perform load/stress testing in production environment. - Perform user acceptance testing on system and signoff before transitioning into production.
County System Administrator	- Perform System Administration duties such as: ▪ Compile list of County custom correspondence (templates) and implement correspondence templates in iVOS. ▪ Review iVOS Business Rules and determine/configure which rules will be used in Production. ▪ Review all iVOS Tabs and document and implement

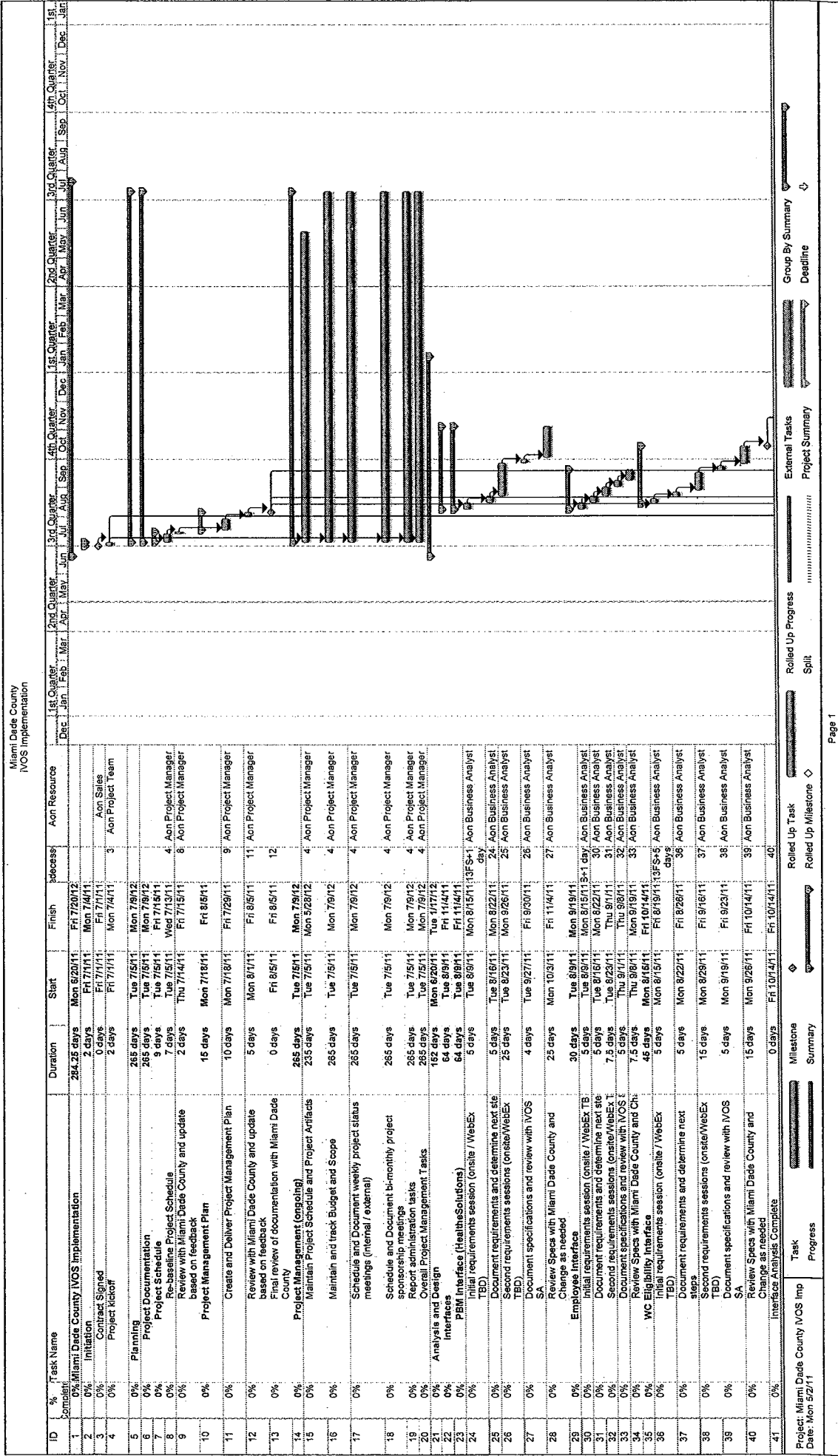
Attachment 1 to Appendix A

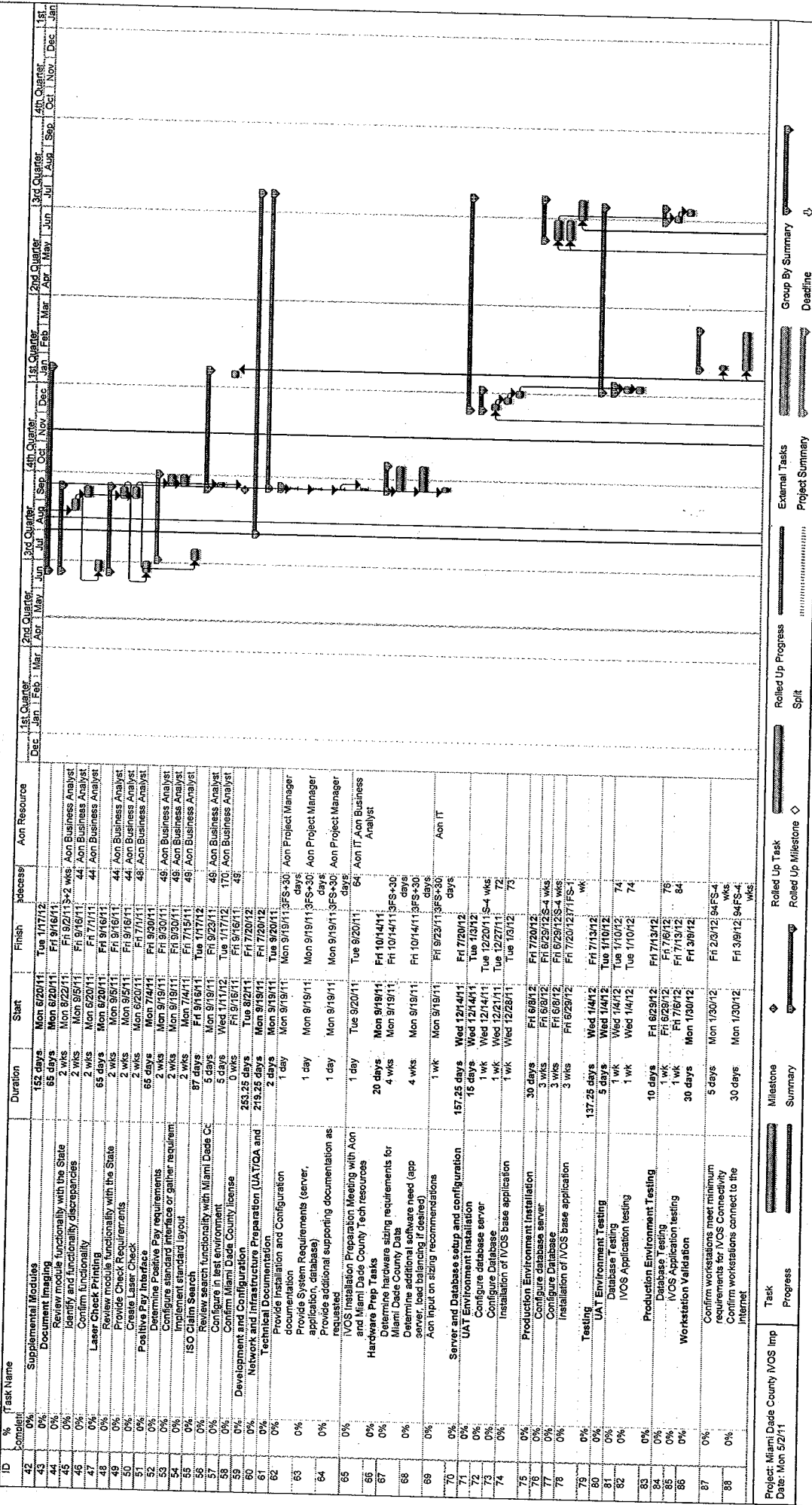
	security/configuration changes prior to UAT. ▪ Review all Scheduler jobs and implement additional scheduler jobs as needed. ▪ Configure software as needed based on business requirements ▪ Work with Licensor to test all custom deliverables prior to UAT.
County Report Designer	▪ Determine reporting requirements for operational and executive reports. ▪ Review standard reports and determine what custom reports will need to be developed. Develop custom reports using Report Designer Tool.

X. Identified Risks and Mitigation

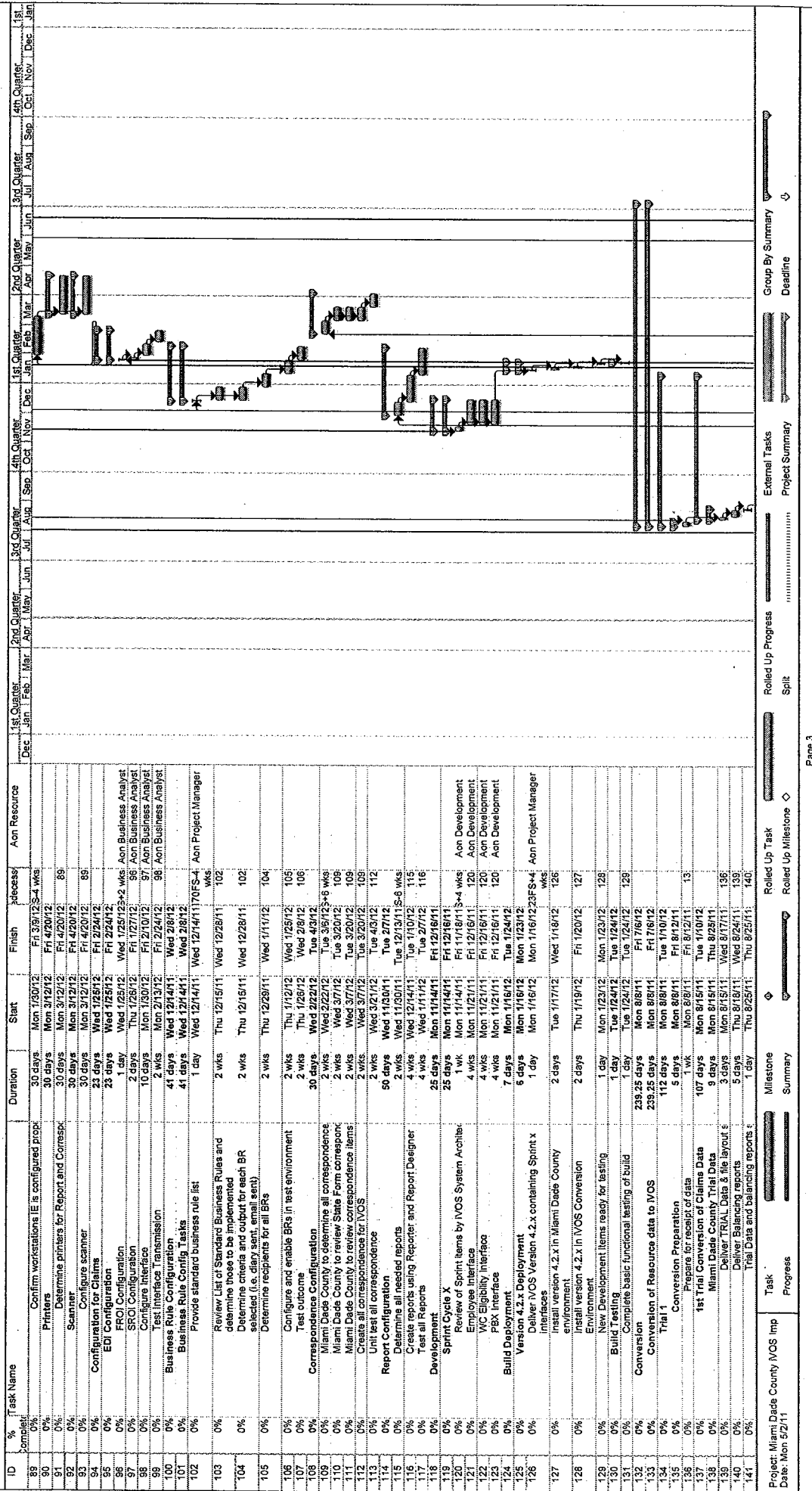
Risk	Resolution
County key project personnel are not available, either due to personal or work commitments	Backup resources need to be available and up to speed to address gaps in resource capacity. Work loads of project personnel need to be adjusted to account for project requirements. Documentation must be logged in common area and accessible to all project team members.
User does not have connection to the internet.	User will need to have internet installed at site. User workstation must meet minimum requirements for operating system, Internet Explorer and Internet connection.
Organizational hierarchy can't be completed on schedule.	Conversion programs can be prepared and data first loaded into system with default location then updated on subsequent runs.
Third Party cannot send required data in a timely manner.	County and Licensor shall need to determine how to load data, either manually or via external extracts from carrier system, into iVOS.

Attachment 2 to Appendix A





Miami Dade County
IVOS Implementation



Miami Dade County
IVOS Implementation

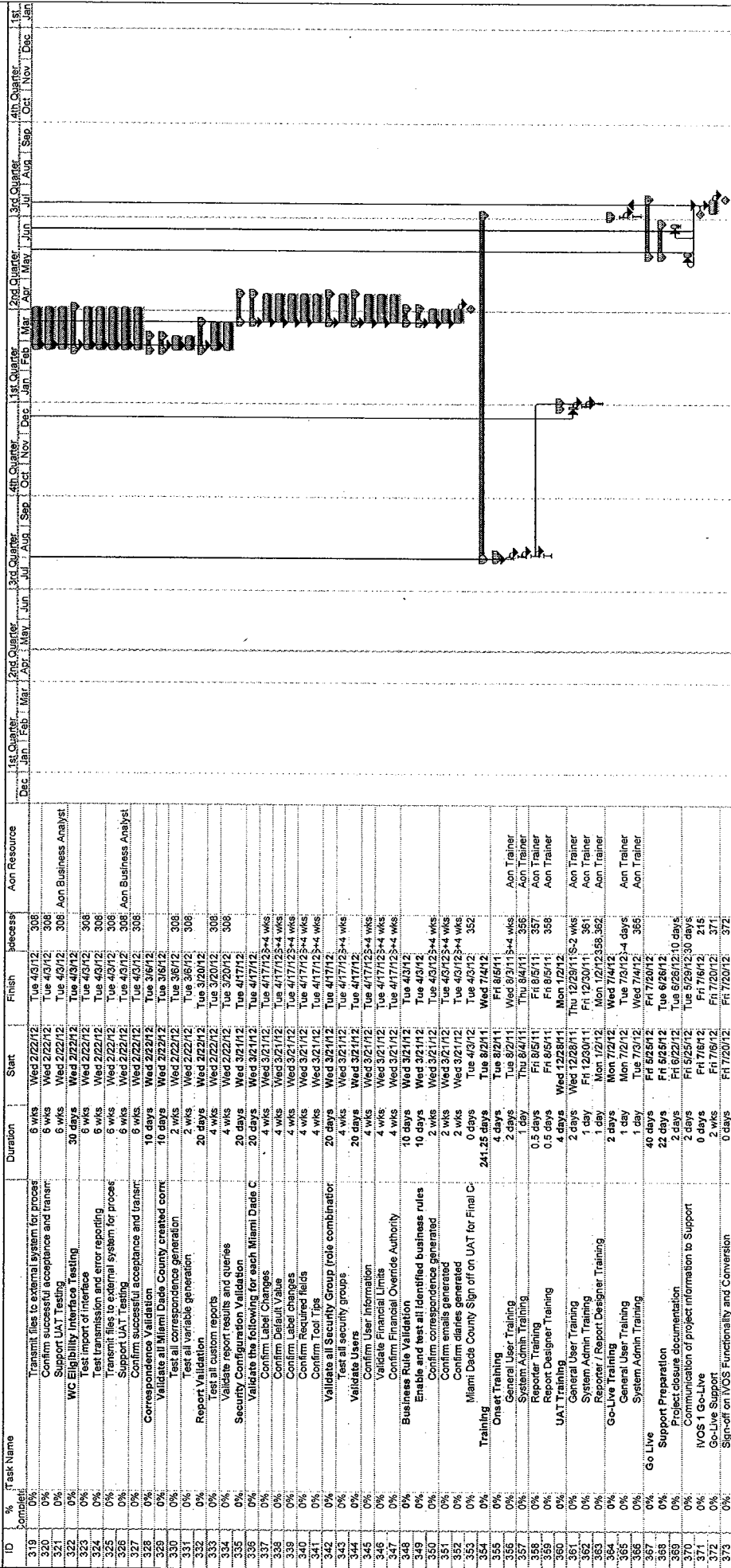
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Miami Dade County
IVOS Implementation

ID	% Complete	Task Name	Duration	Start	Finish	Resource	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
201	0%	Final Claims Data Conversion	2 days	Tue 7/3/12	Thu 7/5/12	200: Aon Data Conversion																
202	0%	Perform Final conversion to occur over	2 days	Tue 7/3/12	Thu 7/5/12	200: Aon Data Conversion																
203	0%	Delivery of converted final data	0 days	Thu 7/5/12	Thu 7/5/12	202: Aon Data Conversion																
204	0%	Verify FINAL Claims Data	0 days	Thu 7/5/12	Thu 7/5/12	202: Aon Data Conversion																
205	0%	Verify Claims data & Reports (avoid p	0 days	Thu 7/5/12	Thu 7/5/12	203: Aon Data Conversion																
206	0%	Sign off on FINAL Data Conversion	0 days	Thu 7/5/12	Thu 7/5/12	203: Aon Data Conversion																
207	0%	Final Conversion completed	0 days	Thu 7/5/12	Thu 7/5/12	206: Aon Data Conversion																
208	0%	Verify Production System Functionality	1 day	Thu 7/5/12	Fri 7/6/12	204SS:Aon Conversion Analyst																
209	0%	Open/Close/Reopen Claims	1 day	Thu 7/5/12	Fri 7/6/12	204SS:Aon Conversion Analyst																
210	0%	Payment Processing	1 day	Thu 7/5/12	Fri 7/6/12	204SS:Aon Conversion Analyst																
211	0%	Payment/Reserves	1 day	Thu 7/5/12	Fri 7/6/12	204SS:Aon Conversion Analyst																
212	0%	Interfaces	1 day	Thu 7/5/12	Fri 7/6/12	204SS:Aon Conversion Analyst																
213	0%	Reports	1 day	Thu 7/5/12	Fri 7/6/12	204SS:Aon Conversion Analyst																
214	0%	Sign off on Production System Function	0 days	Fri 7/6/12	Fri 7/6/12	213:Aon Conversion Analyst																
215	0%	Miami Dade County sign off on Phase 1 go	0 days	Fri 7/6/12	Fri 7/6/12	213:Aon Conversion Analyst																
216	0%	User Acceptance Testing (UAT)	143.25 days	Wed 12/14/11	Mon 7/2/12	214:Aon Conversion Analyst																
217	0%	Preparation for UAT	31 days	Wed 12/14/11	Mon 7/2/12																	
218	0%	Aon to provide existing testing documents	1 day	Wed 12/14/11	Wed 12/14/11	S-4 wks: Aon Project Manager																
219	0%	Miami Dade County to create test plans	6 wks	Wed 12/14/11	Wed 12/14/11	218:Aon Conversion Analyst																
220	0%	Base System Validation	2 days	Wed 12/14/11	Thu 1/2/12																	
221	0%	Confirm Basic System Functionality	2 days	Wed 12/14/11	Thu 1/2/12																	
222	0%	Query / Add / Modify Claims	2 days	Wed 12/14/11	Thu 1/2/12	170																
223	0%	Query / Add / Modify Payments	2 days	Wed 12/14/11	Thu 1/2/12	170																
224	0%	Query / Add / Modify Reserves	2 days	Wed 12/14/11	Thu 1/2/12	170																
225	0%	Query / Add / Modify Vendors	2 days	Wed 12/14/11	Thu 1/2/12	170																
226	0%	Query / Add / Modify Policy	2 days	Wed 12/14/11	Thu 1/2/12	170																
227	0%	Support UAT Testing	2 days	Wed 12/14/11	Thu 1/2/12	170																
228	0%	Conversion UAT	123.25 days	Wed 12/14/11	Mon 7/2/12																	
229	0%	User Acceptance Testing for Ivo's Trial 1	30 days	Wed 12/14/11	Tue 2/21/12																	
230	0%	Perform UAT on trial 1 conversion data	30 days	Wed 12/14/11	Tue 2/21/12	164																
231	0%	UAT of Transactional Data	30 days	Wed 12/14/11	Tue 2/21/12																	
232	0%	Review Claims field level validat	6 wks	Wed 12/14/11	Tue 2/21/12	170																
233	0%	Review Payments field level valid	6 wks	Wed 12/14/11	Tue 2/21/12	170																
234	0%	Review Reserves field level valid	6 wks	Wed 12/14/11	Tue 2/21/12	170																
235	0%	Review Policies field level valid	6 wks	Wed 12/14/11	Tue 2/21/12	170																
236	0%	Review Policy field level validat	6 wks	Wed 12/14/11	Tue 2/21/12	170																
237	0%	Review Vendors field level valid	6 wks	Wed 12/14/11	Tue 2/21/12	170																
238	0%	Review Contacts field level valid	6 wks	Wed 12/14/11	Tue 2/21/12	170																
239	0%	Research / Resolve UAT issues	6 wks	Wed 12/14/11	Tue 2/21/12	170																
240	0%	Aon support of UAT activities	6 wks	Wed 12/14/11	Tue 2/21/12	170																
241	0%	Deliver feedback on Trial 1 to Aon	6 wks	Wed 12/14/11	Tue 2/21/12	170																
242	0%	UAT of Reference Data	30 days	Wed 12/14/11	Tue 2/21/12																	
243	0%	Review and confirmation of Insur	6 wks	Wed 12/14/11	Tue 2/21/12	170																
244	0%	Review and confirmation of Polic	6 wks	Wed 12/14/11	Tue 2/21/12	170																
245	0%	Review and confirmation of Insur	6 wks	Wed 12/14/11	Tue 2/21/12	170																
246	0%	Review and confirmation of Orga	6 wks	Wed 12/14/11	Tue 2/21/12	170																
247	0%	Review and confirmation of Line	6 wks	Wed 12/14/11	Tue 2/21/12	170																
248	0%	Review and confirmation of Natur	6 wks	Wed 12/14/11	Tue 2/21/12	170																
249	0%	Review and confirmation of Caus	6 wks	Wed 12/14/11	Tue 2/21/12	170																
250	0%	Review and confirmation of Rese	6 wks	Wed 12/14/11	Tue 2/21/12	170																
251	0%	Review and confirmation of Paym	6 wks	Wed 12/14/11	Tue 2/21/12	170																
252	0%	Review and confirmation of Fica	6 wks	Wed 12/14/11	Tue 2/21/12	170																
253	0%	Aon support of UAT activities	6 wks	Wed 12/14/11	Tue 2/21/12	170																
254	0%	Review and confirmation of all ot	6 wks	Wed 12/14/11	Tue 2/21/12	170																
255	0%	Validation of Financial and Claim T	30 days	Wed 12/14/11	Tue 2/21/12																	
256	0%	Validate Claim Counts	2 wks	Wed 12/14/11	Tue 2/21/12	170																
257	0%	Validate Financial Totals	2 wks	Wed 12/14/11	Tue 2/21/12	170																
258	0%	Validate Payment and Reserve C	2 wks	Wed 12/14/11	Tue 2/21/12	170																
259	0%	Aon support of UAT activities	4 wks	Wed 12/14/11	Tue 2/21/12	258: Aon Business Analyst																

ID	% Complete	Task Name	Duration	Start	Finish	Resource
260	0%	UAT of Trial 1 Complete	0 days	Tue 2/21/12	Tue 2/21/12	Aon Project Manager
261	0%	User Acceptance Testing for Ivo's Trial 2	35 days	Mon 5/14/12	Mon 7/2/12	
262	0%	Perform UAT on trial 1 conversion data	35 days	Mon 5/14/12	Mon 7/2/12	
263	0%	UAT of Transactional Data - Update	25 days	Mon 5/14/12	Mon 6/18/12	
264	0%	Review Claim changes from T1 e	5 wks	Mon 5/14/12	Mon 6/18/12	195
265	0%	Review Payment changes from T1	5 wks	Mon 5/14/12	Mon 6/18/12	195
266	0%	Review Reserve changes from T1	5 wks	Mon 5/14/12	Mon 6/18/12	195
267	0%	Review Diary/Notes changes from T1	5 wks	Mon 5/14/12	Mon 6/18/12	195
268	0%	Review Vendor changes from T1	5 wks	Mon 5/14/12	Mon 6/18/12	195
269	0%	Review Contacts changes from T1	5 wks	Mon 5/14/12	Mon 6/18/12	195
270	0%	Review Litigation changes from T1	5 wks	Mon 5/14/12	Mon 6/18/12	195
271	0%	Research / Resolve UAT issues	5 wks	Mon 5/14/12	Mon 6/18/12	195
272	0%	Aon support of UAT activities	5 wks	Mon 5/14/12	Mon 6/18/12	195 Aon Business Analyst
273	0%	Deliver feedback on Trial 2 to Aon	5 wks	Mon 5/14/12	Mon 6/18/12	195
274	0%	UAT of Reference Data - Updates fr	25 days	Mon 5/14/12	Mon 6/18/12	
275	0%	Review T1 changes to Insurance	5 wks	Mon 5/14/12	Mon 6/18/12	195
276	0%	Review T1 changes to Policy - C	5 wks	Mon 5/14/12	Mon 6/18/12	195
277	0%	Review T1 changes to Insured /	5 wks	Mon 5/14/12	Mon 6/18/12	195
278	0%	Review T1 changes to Organiza	5 wks	Mon 5/14/12	Mon 6/18/12	195
279	0%	Review T1 changes to Line of In	5 wks	Mon 5/14/12	Mon 6/18/12	195
280	0%	Review T1 changes to Nature of	5 wks	Mon 5/14/12	Mon 6/18/12	195
281	0%	Review T1 changes to Cause Co	5 wks	Mon 5/14/12	Mon 6/18/12	195
282	0%	Review T1 changes to Reserve T	5 wks	Mon 5/14/12	Mon 6/18/12	195
283	0%	Review T1 changes to Payment T	5 wks	Mon 5/14/12	Mon 6/18/12	195
284	0%	Review T1 changes to Fiscal Yea	5 wks	Mon 5/14/12	Mon 6/18/12	195
285	0%	Aon support of UAT activities	5 wks	Mon 5/14/12	Mon 6/18/12	195 Aon Business Analyst
286	0%	Review and confirmation of all ot	5 wks	Mon 5/14/12	Mon 6/18/12	195
287	0%	Validation of Financial and Claim T	10 days	Mon 5/14/12	Mon 6/18/12	
288	0%	Validate Claim Counts	2 wks	Mon 6/18/12	Mon 7/2/12	285
289	0%	Validate Financial Totals	2 wks	Mon 6/18/12	Mon 7/2/12	285
290	0%	Aon support of UAT activities	2 wks	Mon 6/18/12	Mon 7/2/12	285 Aon Business Analyst
291	0%	Validate Payment and Reserve C	2 wks	Mon 6/18/12	Mon 7/2/12	285
292	0%	UAT of Trial 2 Complete	0 days	Mon 7/2/12	Mon 7/2/12	291
293	0%	Sign off on System Functionality	0 days	Mon 7/2/12	Mon 7/2/12	291
294	0%	Signoff of Trial Conversion for Final Conve	0 days	Mon 7/2/12	Mon 7/2/12	293
295	0%	Interface Validation	60 days	Wed 1/1/12	Tue 4/3/12	
296	0%	PRO EDI Interface Testing	30 days	Wed 1/1/12	Tue 2/21/12	
297	0%	Test import of interface	6 wks	Wed 1/1/12	Tue 2/21/12	170
298	0%	Test export of interface	6 wks	Wed 1/1/12	Tue 2/21/12	170
299	0%	Test transmission and error reporting	6 wks	Wed 1/1/12	Tue 2/21/12	170
300	0%	Transmit files to external system for proces	6 wks	Wed 1/1/12	Tue 2/21/12	170
301	0%	Confirm successful acceptance and transm	6 wks	Wed 1/1/12	Tue 2/21/12	170
302	0%	Support UAT Testing	6 wks	Wed 1/1/12	Tue 2/21/12	170 Aon Business Analyst
303	0%	SROI EDI Interface Testing	30 days	Wed 1/1/12	Tue 2/21/12	
304	0%	Test import of interfaces	6 wks	Wed 1/1/12	Tue 2/21/12	170
305	0%	Test export of interfaces	6 wks	Wed 1/1/12	Tue 2/21/12	170
306	0%	Test transmission and error reporting	6 wks	Wed 1/1/12	Tue 2/21/12	170
307	0%	Transmit files to external system for proces	6 wks	Wed 1/1/12	Tue 2/21/12	170
308	0%	Confirm successful acceptance and transm	6 wks	Wed 1/1/12	Tue 2/21/12	170
309	0%	Support UAT Testing	6 wks	Wed 1/1/12	Tue 2/21/12	170 Aon Business Analyst
310	0%	PBM Interface (HealthSolutions) Interface T	30 days	Wed 2/21/12	Tue 4/3/12	
311	0%	Test import of interface	6 wks	Wed 2/22/12	Tue 4/3/12	309
312	0%	Test transmission and error reporting	6 wks	Wed 2/22/12	Tue 4/3/12	309
313	0%	Transmit files to external system for proces	6 wks	Wed 2/22/12	Tue 4/3/12	309
314	0%	Confirm successful acceptance and transm	6 wks	Wed 2/22/12	Tue 4/3/12	309

Miami Dade County
IVOS Implementation



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Appendix B Price Schedule

The following is a list of prices for Products/Services provided by Licensor. All payments made by County to Licensor shall be in accordance with applicable provisions in the Agreement (including times of payment, invoicing, backup documentation, UAP, Inspector General fees, etc.):

- | | |
|--|----------------|
| A. Base Site License with Modules ("License") as stated in Exhibit A – Fee (Fixed Fee - one time). This License Fee will be paid by County after the County downloads the License. | \$ 140,000.00 |
| B. User License Fee for 80 concurrent users as stated in Exhibit A – Fee (Fixed Fee - one time). This User License Fee will be paid by County after the County downloads the License. | \$ 187,200.00 |
| C. Project Management and Implementation Support:
Fixed Amount one time - The Project Management and Implementation Support fees will be paid by County monthly, depending on percentage of completion of the implementation, custom development/interfaces, tasks performed by Licensor as stipulated in Appendix A. | \$ 150,000.00 |
| D. Data Conversion Services:
Fixed Amount – one time The Data Conversion Services will be paid by County monthly, depending on the percentage of files converted. | \$ 84,000.00 |
| E. Training Services:
Fixed Amount - one time - Training Services will be paid by County as they are completed based on the total of 120 hours (as further detailed in Exhibit A) at \$150.00 per hour rate. | \$ 18,000.00 |
| F. Maintenance and Technical Support Services (Total 5 years):
Breakdown by year (based on total price for Base License And Modules as stated in Exhibit A: | \$ 260,572.00 |
| Annual Fee Year 1 | \$49,080.00 |
| Annual Fee Year 2 | \$50,552.00 |
| Annual Fee Year 3 | \$52,069.00 |
| Annual Fee Year 4 | \$53,631.00 |
| Annual Fee Year 5 | \$55,240.00 |
| Fees for Maintenance and Technical Support Services are payable yearly in advance. | |
| G. Medical Bill Review Services (estimated): | \$1,132,000.00 |
| 1) Price for Medical Bill Review Services is based on a \$6.50 per bill unit charge (includes bill review software state EDI) with a minimum of 50,000 bills per year. Fees are paid monthly depending on the number of bills submitted by County for processing. | |
| Sub-Total - estimated | \$520,000.00 |

Appendix B Price Schedule

- 2) After the first year of medical bill review services the County will bring in house. The fee to utilize the software and state EDI only, will be \$2.55 per bill. The estimated dollar amount is based on 80,000 bills a year. Fees are paid monthly depending on the number of bills submitted by County for processing:

Sub Total - estimated \$612,000.00

H. Travel Expenses: \$34,100.00

The Licensor may bill for cost of travel and travel related expenses for work to be performed above. All travel expenses are to be approved in advance by County and are subject to Section 112.061 of the Florida Statutes as stated in Agreement.

I. PPO Network access fees \$1,280,000.00

The Licensor grants County access to its "PPO Network Partner Offering" as stated in Chart 2 below. Fees for utilization of this PPO Network are paid monthly depending on savings realized by the County.

Total Estimated Not To Exceed Amount (without Options) \$3,285,872.00

Additional Information: Chart 1

Category	Rate	Comments
Medical Review Services	\$5.95 per bill \$2.00 per bill	One "bill" means one (1) distinct medical record for a medical treatment relating to a specific workers' compensation claim or auto insurance claim, as applicable, and does not include duplicates or reconsiderations of the same bill. Medical Bill Review Software
Bill Review Software State EDI	\$0.55/Bill	
PPO Savings	25% of incremental savings	Percentage is based on reduction after fee schedule is applied (so incremental vs. total).
Ancillary PPO	25% of incremental savings	Ancillary PPOs include pharmacy, DME, diagnostic, etc. Percentage is based on savings after fee schedule reduction.
FairPay Savings	28% of savings	Application of FairPay Solutions for large, out-of-network Medical Bills.

Appendix B Price Schedule

2. Breakdown of individual providers PPO Rates – Chart 2

Network Access Fees	Access/Review Rates ²
Client direct contracted Provider Network and Specialty Review Partner Access and Maintenance	4% of savings
PPO Network Partner Offerings	
Aetna (Only Available Through Coventry Bridge) ³	25% of savings
Blue Cross of CA ³	25% of savings
CHN	25% of savings
Coventry ³	25% of savings
CorVel ³	25% of savings
CorVel ³ (State of Michigan only)	28% of savings
HFN	25% of savings
Indiana Health Network	25% of savings
Interplan	25% of savings
National Choice Care	25% of savings
OHARA	25% of savings
PRIME	25% of savings
Procura	25% of savings
Rockport	25% of savings
Three Rivers	25% of savings
Specialty Repricing Services	
FairPay	28% of savings
One Call Medical Diagnostic	25% of savings
Align Physical Therapy	25% of savings
Modern Medical RX and DME	25% of savings
Negotiated Discount and Prompt Pay Negotiations	25% of savings
Expert Review Service	28% of savings
Notes: (1) All PPO Network access is subject to agreement by Licensor and County to the terms and conditions required by such PPO Networks. (2) Fees based on percentage of savings in the recommendation which is attributed to the application of a PPO contract rate or Specialty Bill Review Service after application of Fee Schedule or UCR reductions. (3) Accessible only as a primary network unless written approval obtained in advance from network partner.	

Appendix B Price Schedule

Optional Services Fees

Optional Services Fees, if so requested by the County:

1) Additional User Licenses:

- If purchased within 18 months of the Notice to Proceed
\$2,750 Each
- If purchased after 18 months of the Notice to Proceed
\$3,900 Each

- 2) Maintenance and Technical Support Services beyond the initial term of Agreement (five years): A maximum of 3% per year increase over previous year's fees through the year 2026 – Two (2) Five (5) Year Options.
Estimated not to exceed:

\$ 652,263.00

- 3) Additional consulting (project management, implementation, interfacing, integration, technical, training, etc.): \$150 per hour for the term of the Agreement (five years).

4) Hosting Fees:

- Year 1 \$ 9,600.00
- Year 2 \$76,800.00
- Year 3 \$80,640.00
- Year 4 \$84,672.00
- Year 5 \$88,905.00

Hosting services beyond the initial five year term of Agreement: A maximum of 3% per year increase over previous year's fees through the year 2026. Fees for Hosting Services are payable yearly in advance.

5) Data Processing Services for Medical Bill Review:

- Scanning \$1.00/Bill
- eBilling Service \$1.50/Bill

Medical bill review software service is billed monthly to the County as incurred and if so requested by the County.

- 6) Medical Bill Review Services Fees @ \$6.50 per bill
The fee for medical bill review services shall remain \$6.50 for the five year term of the Agreement.

- 7) Additional Modules and Optional Functionalities. The Licensor shall treat the County as a favored customer and provide such rates for these items that are equal to or better than it's most favored customer.

**Appendix B
Price Schedule**

Other as needed Product/Services based on above prices	\$ 50,000.00
Sub-Total Not to Exceed Base Product/Services	\$3,285,872.00
Sub-Total Optional Products/Services	<u>\$ 702,263.00</u>
Total Base and Optional Services (Not to Exceed)	\$3,988,135.00

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Appendix B
Price Schedule

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Maintenance and Technical Support Services

1. Maintenance and Technical Support Services

1.1 Generally. Subject to the terms and conditions of this Agreement, Licensor shall provide maintenance and technical support services in order to resolve any failure of the Software (as defined in Exhibit A) or System to operate in accordance with the requirements in Appendix A and as detailed in this Appendix C. Maintenance and Technical Support Services typically includes but is not limited to: functional or usage support of the application, training, existing report modification, customized or hard copy documentation, data scrubbing, researching County requests, researching and fixing anomalies caused by other vendors, making changes resulting from internal County business practices, enhancing system configuration and other similar tasks that are requested or required, but are outside of Licensor's control. Because County has no rights in the source code version of the Software, and may only use the object code version of the Software, County may only maintain the Software at the administrative level.

County is prohibited from attempting to support the Software (either itself or through a third party) in any way that would require access to the source code of the Software or would require any reverse engineering, reverse assembly or disassembly of the Software.

Licensor currently is the only entity authorized to support the Software at the code level and does not provide the County the right to access the source code in order to support the Software.

1.2 Support Hours. With respect to iVOS, Licensor shall provide an unlimited number of hours of support services on an annual basis during the times detailed below.

1.3 Patches and Releases. Licensor shall provide Maintenance and Technical Support Services, when and if available, Patches and Releases for the Software, which are provided at no additional charge to County when receiving maintenance and technical support services for the Software. The term "**Patch**" means, if and when available, a change to the Software that may include patches, fixes, minor updates and error corrections, which Licensor generally provides to its customers who receive Maintenance and Technical Support Services. The term "**Release**" means a new release of the Software that may include fixes, error corrections, updates or enhancements to existing functionality of the base software, enhancements to the optional software modules County may or may not have purchased, or add entirely new functionality, which Licensor generally provides to its customers who receive Maintenance and Technical Support Services. Patches and Releases are provided at Licensor's discretion and do not include any Optional Functionality that Licensor licenses separately for an additional fee.

When Licensor develops certain new pieces of functionality for its Software, which is offered to all of its customers as an optional, fee-bearing module, interface, report or other format ("**Optional Functionality**"), such Optional Functionality is often delivered within a Patch or Release to customers as part of maintenance and support services. Although the Optional Functionality is often included within the Patch or Release delivery, County has no rights to access or use any Optional Functionality in Production that may be provided with a new Patch or Release unless and until County has requested such Optional Functionality and contracted via a supplemental agreement to this Agreement granting rights to County in such Optional Functionality, which will include payment of license and maintenance fees

Appendix C

associated with such new Optional Functionality. To prevent County from accessing and using the Optional Functionality before payment of the applicable license fees, Licensor will often restrict access to such Optional Functionality through the use of a license file, which County will only receive if and when the County contracts for such Optional Functionality, through a supplemental agreement to this Agreement.

1.4 Changes in Law. Licensor will provide County, as part of the Maintenance and Technical Support Services, with new Releases created by Licensor as a result of a change in law or new law that directly applies to existing functionality within the Software currently offered by Licensor. Licensor will take commercially reasonable efforts to promptly notify County in writing upon becoming aware of any material changes to any applicable law or governmental regulations that may cause the current Release of the Software not to conform to such law or regulations. Notwithstanding the foregoing, in the event that the required modifications to the Software (i) would require a material re-architecture or other significant product re-design, (ii) would require Licensor to obtain data which is either unavailable, or, which is only available at a material cost, or (iii) would otherwise require Licensor to incur material expenditures (as measured against the fees charged under this Agreement), and Licensor is not otherwise making such modifications for its other customers, then Licensor may cease providing maintenance and technical support services for the affected software in the affected jurisdiction.

To the extent that Licensor offers a new Release, which is Optional Functionality created by Licensor as a result of a change in law or new law that does not directly apply to existing functionality within the Software, such new Optional Functionality is not included as part of the Maintenance and Technical Support Services and will be subject to additional fees.

1.5 Additional Charges. If a problem reported (or if County otherwise requests assistance, e.g., resolution of County-Created Errors) is outside the scope of this Agreement, Licensor will notify County to that effect and if the County so desires will request a proposals for such services and Licensor reserves the right to charge County at Licensor's then current standard hourly rates, for which County agrees to pay in accordance with Appendix B. Certain requests, such as building custom modules, database objects, reports, utilities or other complex projects, which constitute work product covered under warranty, may incur additional fees beyond those associated with Maintenance and Technical Support Services and will be detailed in a Supplemental Agreement signed by the parties and subject to the terms and conditions of this Agreement.

2. DIAGNOSIS AND CORRECTION OF PROBLEMS

2.1 Problem Correction. If the System does not perform substantially in accordance with the requirements of Appendix A, unless the failure to so perform is caused by County-Created Error, Licensor will use commercially reasonable efforts to correct the failure to so perform (including providing a work around). The correction may result in a modification of the System. Such correction may be included in a subsequent release of the System. The term "**County-Created Error**" means (i) improper use (this is a general statement for ensuring that County uses the System for its intended use, i.e. not to track illegal or illicit information which would be stored in Licensor's data center) of the System by County, (ii) incorrect or incomplete data or input provided for the System by County, (iii) use of any modifications made by County that causes the System to fail to perform in accordance with the Specifications, (iv) use by County of devices or programs which are not compatible to those conforming to the System, or (v) any failure of the System caused by usage of the

Appendix C

System with versions or releases of operating systems or software other than those provided for in the Specifications.

2.2 Resolution of County-Created Error. If a County-Created Error causes any non-performance of the Software or System, then Licensor shall advise and provide information to the County of the effort required to correct the County-Created Error. County may request the services of Licensor to correct such problem and, if Licensor agrees to provide such services, Licensor will use commercially reasonable efforts to correct such County-Created Error. County will pay for such services in accordance with rates established in Appendix B.

2.3 Technical Requirements. The Licensor will provide sufficient training and will advise County on the responsibilities to maintain the minimum system requirements in order to utilize the full functionality of the System. County understands that these requirements could be different on an individual user basis based upon users' needs. The County will use best efforts to maintain minimum system requirements. If minimal requirements are not met, System performance could be impacted which may be categorized as a County-Created Error. The Licensor will advise County in writing prior to determining that it is a County-Created Error.

3. COUNTY'S GENERAL RESPONSIBILITIES. County will:

3.1 Report errors promptly.

3.2 Provide sufficient information for Licensor to duplicate the circumstances of a reported Software defect or duplicate the error, so Licensor can duplicate the error, assess the situation, and/or undertake any needed or appropriate maintenance action hereunder.

3.3 Designating two (2) members of its technical staff to serve as County's sole representatives to contact Licensor with Maintenance issues.

3.4 Carrying out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures (or revisions, upgrades, enhancements, etc.) have been received from Licensor.

4. SUPPORT PURCHASED. Support Hours for iVOS are currently provided from 8 a.m. to 9 p.m. EST Monday through Friday, excluding Licensor observed holidays. Licensor has up to twelve (12) observed holidays per calendar year and will provide County with a list of such Licensor observed holidays prior to the beginning of each calendar year as requested. Support outside of the above indicated support hours can be pre-arranged on a time and expenses basis at the rates set forth in Appendix B.

5. County shall compensate Licensor for Maintenance and Technical Support Services in accordance with Appendix B.

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Appendix D
Medical Bill Review Services

1. Licensor shall provide the medical bill review services as follows:

1.1. *Bill Review Services.*

- 1.1.1. Licensor shall analyze all medical and pharmacy invoices and make payment recommendations for each bill based on compliance with the respective state fee schedule or usual customary and reasonable (UCR) rates or the respective fee schedule for out-of-state bills, PPO rates and other negotiated contract rates. Additionally, Licensor will identify and correct fee schedule excesses, duplicate charges, billing infractions and ability to unbundle service codes as needed to achieve savings. The bill review, analysis, and reduction will be conducted by qualified staff. Licensor shall identify and process duplicate bills at no cost to County;
- 1.1.2. Licensor shall maintain a computer system capable of tracking such information as duplicate bills, service dates, diagnostic codes, original bill amount, and recommended reduction, and shall provide individual reports of discount savings by type (Preferred Provider Organization, discount network, etc.) and an integrated savings report;
- 1.1.3. Licensor shall be responsible for responding to inquiries from vendors who question the recommended payment originally issued by Licensor, and for re-evaluations, and reconsiderations of original bills reviewed by Licensor ("**Recons and Re-evals**"). Licensor shall provide a designated toll free phone number during business days and hours for County's analyst to refer such calls regarding Recons and Re-evals. These Recons and Re-evals are included in the fees for Bill Review Services, and there will be no additional charge for these services. For the avoidance of doubt, however, the terms Recons and Re-evals do not include any reconsiderations or re-evaluations of any bill originally reviewed by County's prior bill review vendor or by any person or entity other than Licensor.

1.2. *Implementation Services.* Licensor shall work with County to determine a date for transitioning County to the new **bill review system**, which will be mutually agreed by the parties in writing ("**Transition Date**"). On the Transition Date, Licensor shall provide the implementation services required to integrate the Bill Review Components with County's current systems. The implementation shall be complete once the Bill Review Components have been fully implemented within County's systems **and County is using the Bill Review Components in a production environment ("Completion Date")**.

1.3. *County's Obligations.* County understands that Licensor's performance in some cases is contingent upon County's timely and effective performance of its responsibilities as set forth in this Appendix D and County's timely decisions. To this end, County will use its best efforts to:

- 1.3.1. Provide Licensor with all medical bills and related reports, described in Section 1.1 above, to be repriced;
- 1.3.2. Update and maintain vendor files; and
- 1.3.3. Actively encourage its injured workers, within the workers' compensation law, to utilize PPO network providers and hospitals.

2. **Access to Bill Review Components.**

- 2.1. *License.* Subject to the terms and conditions of this Agreement following the Transition Date, Licensor grants County a limited, non-exclusive, non-transferable license, without the right to sublicense (except as permitted under Section 2.3 below), to remotely access and use the System solely for County's internal business processes in accordance with the terms of this Agreement for the period of time as defined herein..
- 2.2. *System Defined.* The term "**System**" for this Appendix D is the collective reference to the Bill Review Components and any associated documentation and those servers used to host the Bill Review Components. Use of the System is limited to current employees of County for whom Licensor has received written notification, as well as those individuals specifically authorized in Section 2.3.
- 2.3. *Third Party Vendors.* Licensor acknowledges and agrees that County may use certain third party vendors for purposes of performing some of County's internal business processes ("**Third Party Vendors**"). County may allow its Third Party Vendors to access and use the System subject to the terms and conditions of this Agreement solely for County's internal business processing services, subject to the following conditions: (i) County will be fully responsible for all use of the System by its Third Party Vendors; (ii) County will use best efforts in ensuring compliance by Third Party Vendors with the terms and conditions of this Agreement; (iii) County will notify Licensor in writing of any such Third Party Vendors and will ensure that each such Third Party Vendor uses its own unique password; and (iv) upon termination of the services provided in this Appendix D, County will inform

Appendix D
Medical Bill Review Services

such Third Party Vendors that their access rights have been terminated and will use best efforts in ensuring that all access to the System by such Third Party Vendors ceases immediately. Notwithstanding the foregoing, without Mitchell's prior written consent, no third party will be allowed to access or utilize the System if such third party is, or is affiliated with, a direct competitor of Mitchell.

- 2.4. *License Restrictions.* The license and access rights granted to the System in Section 2.1 are subject to the following restrictions:
- 2.4.1. Unless otherwise consented to in writing by Mitchell, the System may only be accessed and utilized from locations within the United States and may only be utilized to evaluate claims or medical bills originating in the United States;
 - 2.4.2. Information contained in or derived from the System (other than County Data & Materials -- as defined in Section 8.1) may not be sold, marketed, or in any manner distributed to any third party; provided, however, that County may distribute copies of printouts or other data or information derived from the System to its insureds, policyholders, claimants and their insurers, agents, legal counsel, consultants, advisors, or other persons solely as necessary in the ordinary course of claims adjudication;
 - 2.4.3. County will be given all applicable passwords to use in connection with the System. County will be responsible for changing such passwords immediately upon first use of the System. County is entirely responsible for maintaining the confidentiality of such passwords and of its accounts (including, if applicable, the passwords and accounts of each of the County personnel accessing the System by means of an account established by County). County is responsible for all access to and use of the System through County's passwords. Licensor is responsible for any unauthorized use or disclosure of County's passwords by Licensor, its employees, subcontractors and/or its agents. County will notify Licensor promptly of any unauthorized use of any such licenses or of any other breach of security occurring as a result of any activities of any of County's end users or of any vulnerabilities that County believes are contained in or caused by the System such that Licensor may take or recommend appropriate remedial measures. Licensor will have no liability for any loss or damage arising from County's failure to comply with the provisions of this Section 2.4.3; and
- 2.5. *County Data.* County assumes full responsibility for the provision of County Data (as defined in Section 8.1) to Licensor whether sent by County's vendors, its representatives, its clients or directly from County.
- 2.6. *Subject to Mitchell Contract.* The license and access rights granted to County with respect to the System are subject to the ongoing relationship between Licensor and Mitchell under the Mitchell Contract.
- 2.7. *Subject to Timely Upgrades.* County recognizes and agrees that Licensor's provision of the System is contingent upon County upgrading to the most recent version of iVOS as licensed under the License Agreement when such updates or versions become available to County.
- 2.8. *Removal/deactivation of SmartAdvisor Solutions.* County shall deactivate, or remove, access to the portions of the Mitchell SmartAdvisor solutions that are not part of the Bill Review Components licensed in this Section, or Licensor may remove access to such components on or through its servers.
3. **Term.** The term for the performance of the services included in this Appendix D will begin on the Transition Date and will continue for a term of one (1) year unless the services under this Appendix D are terminated pursuant to termination provisions in this Agreement hereof ("**Initial Term**"). Thereafter, at the sole discretion of the County may request that the Licensor continue to provide these services for the remaining term of the Agreement. The County will advise the Licensor at least ninety (90) days prior to the expiration of the one year period described in this Appendix D. The County will issue a Supplemental Agreement to Contract No. 742, which shall be signed by both parties.
4. **Personnel.** Licensor's employees, agents, contractors or subcontractors ("**Licensor Personnel**") performing services under this Appendix D may perform other services for Licensor. This Appendix D will not prevent the Licensor Personnel from providing services or developing materials for Licensor so long as Licensor continues to fulfill the obligations set forth in this Appendix D.
5. **Compensation.** Compensation for the Work performed as described in this Appendix D is as stated in Appendix B.
6. **Self-Assessed Penalties.** The parties acknowledge that County may be required to self-impose certain penalties for failing to pay medical bills under workers' compensation claims ("**Self-Assessed Penalties**") within the state

Appendix D
Medical Bill Review Services

mandated timeframes for workers' compensation claims ("**State Timeframes**"). In the event County self-assesses and finds that Self-Assessed Penalties are based on a failure by Licensor to provide Bill Review Services in accordance with the terms of this Appendix D and therefore should be paid by Licensor, then Licensor will have the right to dispute the imposition of such penalties and require County to justify the reasons for imposing such penalties upon Licensor. For the avoidance of doubt, Licensor will not be responsible for any Self-Assessed Penalties in the following circumstances: (a) if a State Timeframe is not met, but County failed to provide Licensor with all required claim information at least fifteen (15) days prior to expiration of the State Timeframe preventing Licensor from even reviewing the bill (pre-process of any denial from Licensor); or (b) if a State Timeframe is not met, but Licensor denied the claim based on lack of sufficient information before expiration of the State Timeframe, and County failed to provide such required missing information (where Licensor did process the claim but denied for missing information). In no event will Licensor be liable to County for more than ten thousand dollars (\$10,000) annually for any Self-Assessed penalties. In addition, to the extent that any State timeframes are not met as a result of County's failure to provide Licensor with the required information, then Licensor will not be liable to County for any fines or penalties issued to the County by the state regulating authority.

7. **County's Authority.** The parties agree that notwithstanding any of Licensor's obligations to perform the Bill Review Services on behalf of County under this Contingency Schedule, County retains the sole responsibility and authority to accept or reject claims and to make benefit and coverage-related decisions.

8. **Ownership.**

- 8.1. Title to all data (including but not limited to personal data and information) provided by County to Licensor ("**County Data**"), as well as all materials, systems, content, or other information furnished or made accessible by County, whether in oral or written form, to Licensor, which are proprietary to County or its licensors, (collectively, the "**County Data & Materials**") will remain in County. Licensor will not disclose, distribute or otherwise disseminate the County Data & Materials to any third party unless required to fulfill its obligations under this Contingency Schedule, except that Licensor may use cumulative data without any identifying information retained (for example, percentage of claims denied, average percentage of claim reduction, etc.) for statistical and evaluation purposes. Notwithstanding the foregoing sentence, County acknowledges and agrees that Licensor will be providing a copy of County Data & Materials to Mitchell to enable Licensor to perform the Services using Mitchell's SmartAdvisor program. Licensor will not use the County Data & Materials for any purpose except to fulfill its express obligations hereunder. Licensor will not take any action which interferes with or is contrary to County's ownership of the County Data & Materials or is contrary to any specific instructions related to the County Data & Materials.
- 8.2. Title to all drawings, documents, designs, copyrightable material and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Licensor in the course of performing the Services as well as any and all applications, systems, content, data, information, and documentation, and all logos, trademarks, copyrights, patents and trade secrets associated with the foregoing, which are used by Licensor in the performance of the Services and are related to any of Licensor's or its licensors' proprietary software products (the "**Licensor Materials**") will remain the sole and exclusive property of Licensor or its licensors, as applicable. For the avoidance of doubt, Licensor Materials will not include any County Data & Materials or any modifications made to such County Data & Materials whether by Licensor or otherwise. County will not obtain any rights in the Licensor Materials, and nothing contained herein, except the confidentiality restrictions contained in Section 14, will prevent Licensor from using the general experience and knowledge gained by Licensor in providing the Services.

9. **Warranties.**

- 9.1. Licensor warrants that the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. County's sole and exclusive remedy and Licensor's sole obligation pursuant to this warranty will be for County to notify Licensor in writing of any alleged warranty defect known to County within thirty (30) days of the date the defective Services were performed, and Licensor will correct the services at no additional charge to County.
- 9.2. County will use best efforts to cooperate with Licensor as required for Licensor to perform the Services and that County has the rights to provide Licensor and its subcontractors with access to or copies of the County Data & Materials.

10. **Termination.**

Appendix D
Medical Bill Review Services

- 10.1. Upon expiration of the Initial Term, and providing the County does not request that Licensor continue to provide services as stated above, or termination of this Agreement as stated in the Agreement, each party will promptly return, at the written request of the other party, all related data, materials and other property of the other held by it that has been so requested, provided that, subject to the confidentiality provisions in the Agreement, the delivering party may retain solely for record keeping purposes copies of the materials returned to the requesting party. Licensor will return all County Data in a standard bill export format at no cost to County for the initial request. Licensor will be entitled to charge County a fee at Licensor's established hourly rate for time and material expended in programming for and completing the necessary data pulls and related services for returning any County Data to County if Licensor is requested to (and agrees to) return any data in a different format or if County requests a subsequent data export even if in standard bill export format.
- 10.2. In the event the County wishes to terminate services performed by Licensor under this Appendix D the County will give Licensor ninety (90) days prior written notice and:
 - 10.2.1. Upon receipt of such written notice, Licensor will submit an invoice to County for an amount that represents the value of Services actually performed up to the date of termination for which Licensor has not previously been compensated, and County will pay such invoice; and
 - 10.2.2. County will be obligated to pay a termination fee in the amount of five thousand dollars (\$5,000) in the event County terminates this Appendix D under this Section 10.2 within six (6) months of commencement of the Services.

Appendix D
Medical Bill Review Services

Schedule A

Restrictions on Use of Bill Review Components

1. **Suspension of Access.** In the event that County takes any action or omits to take any action which (i) if taken or omitted by County would be deemed a breach of this Agreement, or (ii) Licensor, acting reasonably and in good faith, believes to be in violation of any applicable law or regulation, Licensor will promptly notify County, and the parties will work together in good faith to resolve such issue. In the event that the parties, acting reasonably and in good faith, cannot reach a resolution, Licensor reserves the right, upon thirty (30) days written notice to County, to suspend County's access to any Bill Review Components until such time as the breach or violation has been cured.
2. **Access to PPOs.** County acknowledges and agrees that access to PPO Network Contract Rates is subject to a definitive written access agreement between Mitchell and the PPO Network, and that conditions and availability of access are subject to such agreement. Neither Licensor nor Mitchell warrants or guarantees continued access to any PPO Network Contract Rates. Access to the PPO Networks provided hereunder can be terminated by the PPO Network for any or no reason and without any notice, including but not limited to expiration of the term of the Mitchell-PPO Network access agreement, a PPO Network's refusal to extend the existing access agreement, or a decision not to maintain the PPO Network. Neither Licensor nor Mitchell will have any obligation to provide access to County to any such PPO Network that does not have an effective and valid agreement and/or finalized Contract Rates with Mitchell. If County requests that one or more additional PPO Networks be included in the Services, Licensor will use commercially reasonable efforts to accommodate such request, subject to Mitchell's determination that: (i) it is technically feasible to automate access to the PPO Network, (ii) the terms of the PPO Network's access agreement are reasonably acceptable to Mitchell, and (iii) the costs of adding, distributing and maintaining the additional PPO Network is justified. The fee for any additional PPO Network will be negotiated between the parties before any additional PPO Network is added. County acknowledges and agrees that the providers within any PPO Network may be added, deleted or changed from time to time, with or without notice. Certain PPO Networks require that payors and other processing entities acknowledge certain requirements/obligations or otherwise sign agreements directly with such PPO Networks when utilizing PPO contract rates. In instances where County elects to utilize a PPO Network, County and Licensor will work together to provide a process whereby County signs or otherwise satisfactorily acknowledges any requirements made by the PPO Network and the PPO Network acknowledges that the payor is authorized to apply PPO contract rates.
3. **General Terms and Restrictions.**
 - (a) EXCEPT AS MAY BE OTHERWISE SET FORTH IN THE AGREEMENT, ACCESS TO THE BILL REVIEW COMPONENTS AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.
 - (b) County will be solely and fully responsible for any damage to the Bill Review Components or any related computer system, any loss of data, or any improper use or disclosure of information on the System caused by County or any person using County's login code or password. Licensor and its licensors and suppliers cannot and do not assume any responsibility for any loss, damages or liabilities arising from the failure of any telecommunications infrastructure, or the internet or for County's misuse of any protected health information, advice, ideas, information, instructions or guidelines accessed through System.
4. **Ingenix Terms.**
 - (a) Ingenix, Inc. ("Ingenix") represents, and County acknowledges that any and all intellectual property rights in or to the MDR Benchmarking Database (the "Ingenix Product") are the exclusive property of Ingenix. County acknowledges, (i) that the Ingenix Product is a commercially valuable, proprietary product of Ingenix; (ii) Ingenix, Inc. has invested substantial time and economic resources in the design and development of the Ingenix Product; and (iii) the Ingenix Product constitutes trade secrets of Ingenix regardless of whether the Ingenix Product is copyrightable or patentable subject matter.
 - (b) County will not use the Ingenix Product, or the data or CPT contained therein on any public computer based information system or public electronic bulletin board, including but not limited to the Internet.
 - (c) County may use the Ingenix Product for the purpose of reviewing or setting an allowable fee in adjudication and/or payment of healthcare bills submitted to County. In so doing, County may disclose to providers or plan purchasers a single fee per code, but only as required and necessary in the claim administration and review process. County may use the Ingenix Product in the development of a fee

Appendix D
Medical Bill Review Services

structure for internal use only, provided that such fee schedule is not disclosed or transferred by County. The License and County's right to use the Ingenix Product are limited to the uses stated in this paragraph.

- (d) County may not use the Ingenix Product to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider.
- (e) County will not disclose, allow disclosure or sublicense the Ingenix Product or CPT contained therein to any third party or allows any third party access to the Ingenix Product or use of the Ingenix Product. This Paragraph will survive termination or expiration of this Agreement.
- (f) County will not create any Derivative Work based on or derived from the Ingenix Product or CPT or modify the Ingenix Product or CPT. In the event County creates a Derivative Work from the Ingenix Product, all title and interest in such Derivative Work is hereby assigned to Ingenix. The term "Derivative Works," will mean any reformation of the Data Base into different file structures, storage on any media such as disk, tape or paper, percentage factoring of the Ingenix Product, or any other work derived by County solely from the Ingenix Product or CPT.
- (g) All updates of the Ingenix Product are dependent upon Ingenix's continuing contractual relations with the AMA which provides the CPT codes contained in the Ingenix Product. County will be entitled to all updates as of their incorporation date into the Mitchell product.
- (h) NO WARRANTY/DISCLAIMERS. THE INGENIX PRODUCT AND CPT ARE PROVIDED TO COUNTY FOR INFORMATIONAL PURPOSES ONLY. THE INGENIX PRODUCT AND CPT ARE DESIGNED AND INTENDED FOR USE BY PROFESSIONALS EXPERIENCED IN THE USES AND LIMITATIONS OF CLAIMS PROCESSING. IT IS COUNTY'S RESPONSIBILITY TO ASCERTAIN THE SUITABILITY OF THE INGENIX PRODUCT AND CPT FOR COUNTY'S PURPOSES. COUNTY IS RESPONSIBLE FOR ALL DECISIONS MADE AND ACTIONS TAKEN BASED ON THE INGENIX PRODUCT AND CPT. THE INGENIX PRODUCT, DOCUMENTATION AND CPT ARE PROVIDED TO COUNTY "AS IS" WITHOUT ANY WARRANTY. INGENIX DOES NOT WARRANT THAT THE INGENIX PRODUCT AND/OR CPT OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. INGENIX DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT. INGENIX MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. INGENIX WILL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF INGENIX HAS BEEN ADVISED OF THE RESPONSIBILITY FOR LOST PROFITS OR REVENUE, LOSS OF USE OF SOFTWARE OR DATA, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM OR CLAIMS BY ANY THIRD PARTY.

5. **AMA CPT Terms.** The CPT is a copyrighted commercial computer databases and/or commercial computer software developed by the American Medical Association, 515 N. State Street, Chicago, Illinois 60610 ("AMA"), and licensed to Mitchell for incorporation into or use in connection with the Bill Review Components. County acknowledges and agrees to the following with respect to CPT:

- (a) The provision of an updated version of CPT in the Mitchell product is dependent upon continuing contractual relations between Mitchell and the AMA;
- (b) The license of CPT is nontransferable, nonexclusive and for the use of County and End Users in the ordinary course of business and only within the U.S.;
- (c) Use of CPT or information contained therein in any public computer-based information system or public electronic bulletin board is prohibited;
- (d) Use of the Mitchell product to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider is prohibited;
- (e) Creation of derivative works based on CPT and selling, leasing or licensing to or otherwise making the Product or any portion thereof available to any unauthorized party is prohibited;
- (f) County will ensure that anyone who has authorized access to the Mitchell product complies with the provisions of this Agreement;
- (g) CPT is copyrighted by the AMA and all notices of proprietary rights, including trademark and copyrights in CPT must appear on all permitted back-up or archival copies made by County.

Appendix E

Hosting Services - Optional

The following are services provided by Licensor if County and Licensor sign Supplemental Agreement to this Agreement, after the County in its sole discretion decides to obtain such Hosting Services from Licensor.

1) Definitions:

HOSTING SERVICES. As an option and at the County's sole discretion the County may request, via a Supplemental Agreement to this Agreement signed by both parties, and if so requested the Licensor shall host the System and shall provide the Database Maintenance and System Maintenance services described below. The term of the Hosting Services will be addressed in the Supplemental Agreement

The term "**Database Maintenance**" means the administration of database objects, table structure, table space, scheduled programs, stored procedures, and automated backup and recovery processes performed by Licensor to the Software.

The term "**System Maintenance**" means the development of software patches, bug fixes and upgrades to the Software, modifications to the database schema necessary for the Software to function without error, changes to the data required to support the Software's core functionality and standard system documentation.

2.0 PASSWORDS AND SECURITY

2.1 Licensor shall provide to County all applicable passwords to use in connection with the System. County will be responsible for changing such passwords immediately upon first use of the System. County is entirely responsible for maintaining the confidentiality of such passwords and of its accounts (including, if applicable, the passwords and accounts of each of the County personnel accessing the System by means of an account established by County). County is responsible for all access to and use of the System through County's passwords. Licensor is responsible for any unauthorized use or disclosure of County's passwords by Licensor, its employees, subcontractors, any hackers that access Licensor system, any virus emanating from Licensor system, and/or its agents. Licensor is not responsible for any unauthorized access and/or use by any third party (other than Licensor, Licensor's employees, subcontractors and agents) who independently gains access to County's portal to the System and/or related information, provided that such access is not caused or contributed to by Licensor. Upon knowledge of any such unauthorized use, County Program Manager will notify Licensor promptly of any unauthorized use of any such licenses or of any other breach of security occurring as a result of any activities of any of County's end users or of any vulnerabilities that

Appendix E

Hosting Services - Optional

County believes are contained in or caused by the System such that Licensor may take or recommend appropriate remedial measures. Licensor will have no liability for any loss or damage arising from County's failure to comply with the provisions of this Section 2.1.

2.2 County acknowledges that any links to other internet sites provided, or accessible through the System provided by Licensor and/or its subcontractors and agents to provide the Services outlined in this Agreement, are for reference only and should not be deemed to be an endorsement by Licensor of any products, services, opinions or views contained therein or accessible thereby. The reliability, availability, legality and performance of resources accessed through the Internet by the County, except for those specifically stated in this Agreement (Mitchell, SmartAdvisor, etc.) are beyond Licensor's control and are not in any way warranted or supported by Licensor.

2.3 Licensor and County agree (i) to maintain and update a nationally recognized anti-virus program within their respective computer systems (ii) to use commercially reasonable efforts to check attachments to e-mail messages that a party receives before saving such attachments to their respective organization's hard drive or server; (iii) to promptly notify the sender of an e-mail message if the party has reason to believe that an e-mail message was received by the party in error and should be redirected or upon detection of a computer virus; and (iv) to comply with the terms of any Restrictive Legend which may be included with any e-mail message or attachment and will respect all copyright notices of the other party or any third parties which may be contained in any e-mail message or attachment.

2.4 Licensor represents and warrants that Licensor, its partners, and/or its vendors, will maintain the County Content in a manner that conforms to applicable laws, utilizing generally accepted industry standard data management practices and no less than reasonable measures in the circumstances as it concerns environmental stability, data backup, backup frequency, media retention, data loss prevention, data/system security, and contingency plans/disaster recovery in accordance with the Information Security Protocols set forth in this Agreement. The Licensor's iVOS Hosting Advantages: Accountability, Expertise, and Cost Control document attached herewith is incorporated as part of this Appendix E.

2.5 County assumes full responsibility for the provision of County Content to Licensor whether sent by County's vendors, its representatives, its clients or directly from County and must ensure that all County Content provided to Licensor is transferred to Licensor via either an encryption process or a secure transport mechanism.

3.0 INFORMATION SECURITY PROTOCOLS

3.1 AICPA Auditing Standards Report. Upon written request from County, Licensor will provide County with a copy of its current Type II reporting standard under AICPA standards concerning Licensor's operation of the System ("AICPA Report"). (For example SAS70, SSAE-16, ISAE 3402 or replacement standard concerning Licensor's operation of the System.)

3.2 Generally. Information security and privacy are key components of Licensor's business. Dedicated people, processes and technology are in place to continually monitor, manage and respond to security and privacy issues and needs. Access by Licensor to County Content will be restricted to those who have been properly trained and instructed as to security

Appendix E

Hosting Services - Optional

and privacy policies, controls and procedures. Key aspects of the information security and privacy program are covered in Section 8.6.3 below.

3.3 Information Security. Licensor uses a layered approach to information security. Licensor shall maintain the security, integrity and availability of all County Content to which it has access, including but not limited to compliance with the following measures:

- Maintain a documented Information Security Program which includes annual risk assessment and management procedures;
- Maintain the principle of least privilege;
- Classify and handle all County data as confidential and apply the necessary security and controls to support HIPAA/HITECH Act compliance;
- Maintain commercially customary physical security and access controls for its data center(s);
- Maintain commercially customary network security controls including firewall and intrusion prevention solutions;
- Maintain commercially customary redundancy at the demark, network and system layers;
- Maintain commercially customary monitoring solutions to continually manage health and capacity of the IT infrastructure components;
- Provide data encryption in a commercially customary manner of all data transmissions;
- Require a minimum of 128-bit SSL encryption for application access and use;
- Maintain and update a nationally recognized anti-virus program;
- Require individual user accounts and passwords for any access;
- Maintain strong password requirements for all accounts;
- Maintain generally acceptable user account management processes and procedures;
- Maintain tape backup procedures that utilize generally acceptable encryption technology for all backups;
- Maintain whole disk encryption for all laptops;
- Deploy software security patches in accordance with all applicable vendor directives;

Appendix E

Hosting Services - Optional

- Maintain and periodically test (at least annual) a commercially customary disaster recovery plan that provides adequate system backup, technology replacement, and alternate (backup-site) site capabilities;
- Follow commercially customary hardening procedures for system/device builds;
- Conduct ongoing vulnerability management through the use of commercially customary tools;
- Conduct periodic (at least annual) third party vulnerability assessments;
- Follow Open Web Application Security Project (OWASP) methodologies, guidelines and techniques for application development;
- Follow commercially customary change and release management practices for hardware and software changes;
- Follow commercially customary asset sanitization procedures to ensure decommissioned equipment is free of any and all County Content;
- Maintain County Content security using commercially customary database and application controls;
- Notify County of any unauthorized access to County Content immediately; and
- Maintain an SAS 70, Type II report on security practices from a nationally recognized provider of such reports.

3.4 Privacy on the Website. Licensor abides by the Safe Harbor Principles issued by the U.S. Department of Commerce on July 21, 2000 (the "Principles") with respect to Personal Data it collects on the www.Licensoresolutions.com public website ("Website"). Licensor does not directly collect the Personal Data it processes from the Website; as such Personal Data is collected and controlled by Licensor clients on the Website. Individuals may visit Licensor's Website, without disclosing any Personal Data. Licensor may track activity of visitors to its web site in order to analyze trends, monitor and to improve and refine the functionality of the site. Licensor does set a persistent cookie to store regional preferences so the visitor does not have to select it more than once, which enhances the visitor experience on the Licensor's site. As is true of most Web sites, Licensor gathers certain information automatically and stores it in log files. This information includes Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, operating system, date/time stamp and click stream data. This data is aggregated and is not stored in any personally identifiable form. Cookies are not linked to personally identifiable information. Additionally, the website includes an online form for visitors to request additional company and product information. In order to fulfill these requests, the visitor may be required to submit Personal Data. The only Personal Data that Licensor will collect is name, title, company name, email address, and phone number.

Personal Data within the System is managed as Confidential Information and is not used or shared by Licensor or any of its partners. Licensor may disclose Personal Data if required to do

Appendix E Hosting Services - Optional

so by law or to protect and defend the rights or property of Licensor. Licensor reserves the right to disclose information as required by law and when Licensor believes that disclosure is necessary to protect Licensor's rights with a judicial proceeding, court order, or legal process served on Licensor.

4.0 Redundancy - The Licensor has primary hosting center in Atlanta, Georgia with a back up center in California. Licensor also utilizes a nationally know third party record retention contractor for offsite secure storage.

Attachment 1 to Appendix E attached herewith is made a part of this Appendix E.

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Appendix E
Hosting Services - Optional

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Attachment 1 to Appendix E

*iVOS Hosting Advantages: Accountability, Expertise, and Cost Control*

Choosing to have Aon eSolutions host the County's iVOS system will provide a smoother, more confident implementation because the system will be installed on a proven platform that is familiar to our staff—and because it simplifies coordination issues by enabling Aon to provide a seamless solution for loading data, configuration, development, project management, and hosting.

After implementation, an iVOS system hosted by Aon eSolutions provides the County with effective, high-quality system management without having to worry about unexpected or unpredictable demands on the County's IT budget or staff resources, either now or in the future.

For Aon-hosted systems, administrative tasks—such as managing, maintaining, and upgrading the infrastructure, as well as tuning the database—are managed by Aon eSolutions resources who specialize in the solution. As a result, problems are less likely and are resolved more efficiently when they do occur. Similarly, issues with the County's iVOS system are given top priority from an Aon eSolutions team whose primary focus is to meet or exceed client service agreements and expectations, rather than competing with other demands on the County's IT department.

Hosting by Aon eSolutions also enables the County's business unit to manage costs directly without impacting the IT budget. All hardware, network, ISP, and software expenses—as well as local backups and disaster recovery, plus system capacity and growth needs—are handled by Aon eSolutions, allowing for simplified and predictable costs for the County.

Services Provided

For a hosted system, in addition to the standard application support provided to all iVOS customers, Aon eSolutions performs the infrastructure support services that are normally handled by in-house technical staff. These services include the following:

- Database administration and performance-tuning tasks
- Application server administration, support, and management
- Network component and appliance administration, support, and management
- Hosting environment monitoring and alerting
- Local data backups and disaster recovery site replication and monitoring
- Ongoing vulnerability scanning and remediation management

System administration tasks specific to the iVOS application (such as check generation, correspondence modification, and reference table maintenance) will remain in the control and responsibility of the County. All services provided by Aon eSolutions staff are available during normal support hours for standard needs, and 24x7 for emergency needs.

Server/Network Infrastructure

Because technology-based business solutions are at the core of what Aon eSolutions offers to a global market, our technology infrastructure and management procedures demand excellence and

Attachment 1 to Appendix E



attention to detail. As a private cloud computing hosting provider, our data center is built to the Uptime Institute's top-tier standards to provide the protections and availability demanded by our clients.

Stored data in the Aon eSolutions hosting environment is consolidated on one centrally-administered Tier 1 storage area network (SAN). All production components monitored 24x7 by Tier 1 monitoring tools (e.g, Tivoli, IBM Director, Oracle Grid Control) that provide real-time information regarding the services and components in use.

Reliability

Our data center is in a geographically stable, low-disaster location near Atlanta, GA. To ensure system availability in the event of component failure, the Aon eSolutions data center has been designed with redundancy at all levels:

- Redundant and diverse bandwidth carriers for ISP connectivity
- Multiple physical points of entry for fiber inputs
- Redundant firewalls and network components (routers, switches, etc.)
- Redundant hardware for mission-critical systems and services equipment
- Redundant core components (including power, cooling, and backup UPS systems)

The multiple web servers, application servers and database servers work in parallel, but can also service the load in the event of a failure of any component. The redundancy within the server infrastructure is capable of withstanding multiple concurrent failures

Continuous power for all data center operations is ensured by N+1 power redundancy on all systems and redundant uninterruptible power supplies (UPS), as well as hospital-grade diesel generators with 24 hours of on-site fuel, plus emergency refueling service and backup generator capabilities. Via high-capacity UPS and automatic transfer switches (ATS), the transfer of power is completely automatic and transparent in the event of an outage. Dense, high-capacity circuit distribution in the data center (with 60 amps possible in each rack) prevents circuit failures or load issues, and both the electrical circuit load and generator systems are monitored at all times.

Aon eSolutions also has established a complete installation of our data center's critical infrastructure at a secondary site for quick recovery in the event of a loss of use of the primary facility. This remote data center, supported by near real-time replication of data, offers the County assurance of our hosting environment's availability, disaster avoidance, and business continuity capability. Procedures are in place and routinely tested for daily encrypted data backups, with off-site storage and recovery.

Physical/Environmental Infrastructure

Physical Security

The building perimeter of the Aon eSolutions data center is secured, with access strictly controlled and monitored (including a mantrap to restrict entry). Access to the data center is logged via a

Attachment 1 to Appendix E



badge access system, identifying the Aon eSolutions associate and time/date of access; the logs are stored indefinitely to support investigations from the history of the facility.

We employ a multi-layer physical security model including public space, employee common space, and the data center itself. Each layer requires authentication, and access to the data center is restricted to authorized IT personnel for specific job functions.

The data center is also staffed 24x7, 365 days a year, with an on-site security guard. Event-driven, fixed-mount closed-circuit cameras cover the facility externally and internally (including all entry, exit, and data center locations), as well as the parking lot. Video recordings are processed digitally and archived for a 90-day rolling review period.

To provide additional physical security, an intrusion detection alarm system is in place throughout the facility. Exterior and interior partition walls are hardened against physical attack, and there are no windows in the data center (which prevents entry or viewing of equipment).

Aon eSolutions' data center access controls are included in the formal security policies and procedures (in addition to logical security administration and segregation of duties policies) covered by our SAS 70 Type II audit controls and testing.

Environmental Controls and Monitoring

The environment in the Aon eSolutions data center is maintained at optimal temperature and humidity levels for equipment via high-capacity heating, ventilation, & air conditioning (HVAC) systems installed by data center specialists. The facility is monitored 24x7 for environmental controls (including water, smoke, and fire), both locally and remotely.

The cooling capacity is controlled to between 68 and 72 degrees, and a two-foot raised floor for underfloor cooling efficiently puts cold air on all racked equipment. Our data center offers N+1 HVAC redundancy (including redundant air handlers), and a leak detection system that sends an alarm upon the detection of any water near data center equipment.

To protect the equipment from both fire and water damage, our data center employs a safe gas-based FM-200 fire suppression system, supported by photoelectric smoke detectors and a heat-detection warning system. (The server room is also fire-protected on all four walls to prevent "fire creep" from an outside source.) Dual interlock pre-action dry-pipe fire suppression systems are used for added protection; water in these systems is held outside critical equipment areas and not directly above equipment. In addition, these pre-action systems feature zone-specific discharge to limit negative effects of a discharge, and a fail-safe alarm system to prevent false discharge or tampering with the system when it is armed.



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Appendix F Service Level Performance by Licensor

SERVICE LEVEL AGREEMENT FOR MAINTENANCE AND TECHNICAL SUPPORT SERVICES AND HOSTING (IF APPLICABLE)

1. Definitions

- **"Availability"**: Time in which Software is available for use during Measurement Window.
- **"Business Hours"**: Defined as the hours of 08:00 am EST to 9:00 pm EST Monday through Friday.
- **"Follow-up Frequency"**: The frequency of time that a support consultant will update the County on the progress of commercially reasonable efforts to resolve an issue.
- **"Hosting Environment"**: The data center and related infrastructure encompassing the system as a whole maintained by Licensor, including the data loading servers and application reporting servers as well as the system servers.
- **"Measurement Period"**: Thirty (30) days.
- **"Outage"**: Any incident that restricts the ability of the end-user access to the Software or the Hosting Environment.
- **"Response Time"**: The amount of time from when the County properly reports an issue until a support consultant acknowledges receipt and initiates troubleshooting to resolve.
- **"Resolution Goal"**: Amount of time that is set as a goal to resolve an incident. Commercially reasonable efforts will be used to meet this goal.
- **"Recovery Declaration"**: Time period in which a disaster would be declared and recovery plans are enacted
- **"RPO"**: Recovery Point Objective. Maximum amount of potential data loss in the event of a disaster.
- **"RTO"**: Recovery Time Objective, period of time to restore services from point of Recovery Declaration
- **"Severity Level"**: Impact level assigned to an issue based on the level of service degradation or loss of functionality.
- **"Service Credit"**: Credit based calculated against Hosting Fees as defined in of Appendix E.
- **"Uptime"**: The time goal the Hosting Environment is up for use by County and application services.

Appendix F

Service Level Performance by Licensor

Part 1 - Service Level Maintenance and Technical Support Services

2. Maintenance and Technical Support Services/Service Desk

Licensor shall provide the following support as part of the services referenced in Appendices D and E.

Support Type	Support Description	Expectation	Exclusions
Toll Free Live Phone Support	Hours available for live phone support	Monday - Friday 8:00am – 9:00 pm (Eastern)	New Year's Memorial day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day
Emergency after-hours Support	Emergency after normal business hours on-call support (24 hours a day, 7 days a week - Severity 1&2 issues only)	24x7x365	
E-mail Support	Ability to contact Support through e-mail	Response will be end of next business day	Use live or emergency for Severity 1
Self Service Portal	Online access to ticketing system to report an incident.	Response will be end of next business day	Use live or emergency for Severity 1

****Note:** If an issue is considered Severity 1 / Critical, call the Support Desk.

Appendix F

Service Level Performance by Licensor

Proactive Support

Support Type	Support Description	Quarterly	Monthly	Weekly
Self Service Portal	Online access to ticketing system to monitor status of outstanding tickets	✓	✓	✓
System Health check	Regular scheduled health check of environment	✓	✓	✓
Account Review	Regular meeting with Account Management Team to review overall status including outstanding tickets and usage reports.	✓		
KPI Performance Report	System Key Performance Indicator report.		✓	

3. Functionality

The System is designed and configured to meet minimum functionality standards as described in the Statement of Work. The following table illustrates the response level for loss of functionality of the System:

Severity Classification	Severity Description	Response Time	Follow-up Frequency	Resolution Goal
Severity 1 Critical	- Critical service functionality is down - Major impact to County's business - No reasonable workaround(s) exists - No current patch set or service pack available	30 minutes during business hours	Every 60 minutes during business hours. After hours, update frequency will be mutually agreed upon.	4 business hours
Severity 2 Major	- Critical functionality is impaired or degraded - There are time-sensitive issues that impact ongoing production - Workaround exists, but it is only temporary	60 minutes during business hours	One Daily Update sent during business hours.	5 business days or by next scheduled maintenance window; whichever is

Appendix F

Service Level Performance by Licensor

	Hotfix, patch or service pack or upgrade is available			less
Severity 3 Minor	- Non-critical functionality is down or impaired - Does not have significant current production impact - Performance is degraded - A short to medium term work-around is available - Patch, service pack or upgrade is available	1 business day	Every 5 business days	As Agreed
Severity 4 Low Impact	- Non-critical function impaired - No business impact - A medium to long term work-around is available - Patch, service pack or upgrade is available	5 business days	Monthly	As Agreed
Severity 5 No Impact	- Cosmetic issues has been identified - Does not have any impact on the functionality or performance of the software, or a usability question - Patch, service pack or upgrade is available	N/A	As Agreed	As Agreed
Severity 6 Enhancement Request	Software and System is working according to specification but County has identified an enhancement to improve product experience	N/A	N/A	N/A

4. Escalation Levels

Escalation Level	Contact Notified
State 1	Front Line Support Manager
State 2	Global Support Services Director

Appendix F

Service Level Performance by Licensor

Severity	Support State Levels	Escalation within the following time frames
Severity Level 1 - Critical	State 1	1 business hour
	State 2	2 business hours
	State 3	8 business hours
Severity Level 2 – Major	State 1	4 business hours
	State 2	8 business hours
	State 3	12 business hours
Severity Level 3 – Minor	State 1	When agreed resolution time is not met.
	State 2	Resolution time agreed + 1 business day
	State 3	Resolution time agreed + 2 business days
Severity Level 4 – Low Impact	All	N/A
Severity Level 5 – No Impact	All	N/A
Severity Level 6 – Enhancement Request	All	N/A

5. Availability

The Software will be available ninety-nine percent (99%) of the time, twenty-four (24) hours per day, seven (7) days per week (a week will be deemed to commence at midnight Eastern Time on Sunday and extend for seven (7) days), including all legal holidays, with the exception of scheduled interruptions for maintenance.

Availability % = $\frac{\text{Total Minutes minus Scheduled Down Minutes minus Unscheduled Down Minutes of the Software}}{\text{Total Minutes}}$

Total Minutes minus Scheduled Down Minutes of the Software

Appendix F Service Level Performance by Licensor

Part 2 - Hosting Service Level Performance – (If County executes Supplemental Agreement for Hosting Option)

6. Hosting and Operations Incident Response

Licensor eSolutions provides proactive monitoring of the Hosting Environment. The operations staff is automatically notified by the monitoring systems within ten (10) minutes of an incident occurring that causes a disruption, performance degradation or outage to the Hosting Environment. The County support team will coordinate resolution and communication (status updates) with the operations staff and the County. Licensor eSolutions IT Operations will respond to issues with the Hosting Environment based on the severity levels defined below:

Severity Classification	Severity Description	Response Time	Follow-up Frequency	Resolution Goal	Monthly Metric
Severity 1 Critical	Total inability to use any material part of the Hosting Environment, resulting in a critical impact on user objectives.	30 Minutes	Every 60 minutes during business hours. After hours, update frequency will be mutually agreed upon.	8 business hours	95% closed within resolution goal
Severity 2 Major	Ability to use Hosting Environment, but user operation is severely restricted or where users notice degraded system performance.	1 hour	One Daily Update sent during business hours.	5 business days or by next scheduled maintenance window; whichever is less	90% closed within resolution goal
Severity 3 Minor	Ability to use the Hosting Environment with minor faults that cause little disruption to service or use of the product. Failure relates to functions that are not critical to overall user operations.	1 business day	Every 2 days	5 business days or as agreed	90% closed within resolution goal

Appendix F

Service Level Performance by Licensor

County's sole and exclusive remedies for Licensor's failure to meet the application Availability and Resolution service level will be the provision of Service Credits against the Hosting Fees as detailed in the table below:

Availability/Resolution	Service Credit	Measurement Period
<99.00 - $\geq$ 95.0	5%	30 Days
<95.00 - $\leq$ 90.0	10%	30 Days
<90.00	20%	30 Days

The Service Credit is applied after 2 concurrent months of Availability or Resolution Breach. If the breach is remedied during the following measurement period and does not recur for 3 consecutive months, the Service Credit will not be applied.

7. Maintenance Windows

Licensor eSolutions will conduct regular weekly maintenance. The standard maintenance window will be six (6) hours in length. In the event that the required maintenance will require an extension, Licensor eSolutions will provide a written notice at least ten (10) business days in advance. Such extension will not exceed fifteen (15) total hours per week and all reasonable efforts will be taken for such extensions not to occur more than once in a five (5) week period. Details of each week's general maintenance will be posted to <http://status.Licensoresolutions.com>. Licensor will communicate directly with County on any maintenance specific to any dedicated resources.

<u>Standard Maintenance Window:</u>
ATLANTA: Friday 23:00 EST– Saturday 05:00 EST

<u>Extended Maintenance Window:</u>
ATLANTA: Friday 21:00 EST – Saturday 12:00 EST

8. Disaster Recovery

Objective	Metric
Recovery Declaration	< 12 hours
RTO	< 24 hours
RPO	< 12 hours

Appendix F
Service Level Performance by Licensor

9. Hosting Environment

Objective	Metric
Vulnerability Management	Weekly Vulnerability Scans and review of hosting and applications
Penetration Testing	Quarterly Penetration hosting and application testing performed by trusted independent Third Party
Uptime	99.9% , 24x7x365 excluding scheduled maintenance
Calculation	$\% = \frac{\text{Total Minutes minus Scheduled Down Minutes minus Unscheduled Down Minutes}}{\text{Total Minutes minus Scheduled Down Minutes of the Hosting Environment}}$
Monitoring	24x7x365
Redundancy	Maintain redundant or high availability infrastructure for production environment
Control Audit	Maintain a minimum of a SAS70 Type II or AICPA current standard process control certification

Bill Review Services to Process Workers' Compensation Medical Bills

Contract No. BW9759-2/26

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between CorVel Healthcare Corporation, a corporation organized and existing under the laws of the State of California, having its principal office at 2010 Main Street, Suite 600, Irvine, CA 92614 (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 Bill Review Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 6, 2013, 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 Bill Review Services including obtaining access to Contractor's "CareMC License" product as further defined in (Appendix C), "CareMC License Agreement" 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 words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), License Agreement (Appendix C), and all other appendices and attachments hereto, all amendments issued hereto, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean CorVel Healthcare Corporation and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) 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.
- l) 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) Appendices A, B, and C to these

terms and conditions (the Scope of Services, Price Schedule and License Agreement) , and 3) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. Both parties agree to implement any and all changes mutually agreed upon in writing 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 the Agreement is fully executed and shall continue through October 31, 2016. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

to the Project Manager:

Miami-Dade County
Internal Services Department, Risk Management
111 N.W. 1st Street, Suite 2300
Miami, FL 33128-1974
Attention: Risk Management Director, Internal Services Department
Phone: (305) 375-3583

and,

a) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director, ISD
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

CorVel Healthcare Corporation
2010 Main Street Suite 600
Irvine, CA 92614
Attention: Director of Legal Services
Phone: (949) 851-1473
Fax: (949) 851-1469
E-mail: Corporate_Legal@corvel.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be

performed under this Contract. The total not to exceed amount compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of three million dollars (\$3,000,000.00). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract in accordance with Appendix B – Price Schedule. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Internal Services Department, Risk Management
111 N.W. 1st Street, Suite 2300
Miami, FL 33128-1974
Attention: Risk Management Director, Internal Services Department

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

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 ("Losses"), which the County or its officers, employees, agents or instrumentalities may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent acts, errors, omissions, willful misconduct or fraud under 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. Notwithstanding that the Contractor shall not be responsible or liable for acts arising out of, relating to or resulting to the extent from the willful misconduct or fraud under performance of this Agreement by the County or its employees, agents, servants, partners or principals. Any negligent acts, errors or omissions which are caused by a party (the "Damaging Party") hereunder this Agreement shall be responsible and liable for any resulting negligence, errors or omissions and the Losses which are committed by the other party (the "Non-Damaging Party").

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:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$3,000,000.

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

The company must be rated no less than "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.

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

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 of execution of the Agreement. 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 if working on-site at the County.

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 access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written consent of the non-assigning party. Notwithstanding the foregoing, Contractor may assign this Agreement to any acquirer of all or of substantially all of Contractor's equity securities, assets or business related to the subject matter of this Agreement. Any attempted assignment in violation of this Agreement shall be void and without effect.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, similar provisions of this Contract will apply under a separate agreement between Contractor and 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 similar provisions hereof under separate agreement 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. 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 subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request to cure any such default, 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.
- d) This Agreement may be terminated by Contractor for cause as follows: (i) upon thirty (30) days written notice if the County breaches or defaults for non-payment of undisputed services under this Agreement and does not cure such breach prior to the end of such thirty (30) day period, or later if such period is extended through mutual agreement.

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 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.

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:

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| <p>1. Miami-Dade County Ownership Disclosure 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>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 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>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>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> | <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. Subcontracting Practices
(Ordinance 97-35)</p> <p>12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)</p> <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>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</p> |
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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)

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

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.

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.

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, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in 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.

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

By entering into this Contract, 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. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. 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 41 ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Services can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for cancelling service/maintenance during the year.

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.

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

Contractor: CorVel Healthcare Corporation

Miami-Dade County

By: Richard Schweppe

By: _____

Name: Richard SchweppeName: Carlos A. GimenezTitle: Dir. Finance/SecretaryTitle: MayorDate: 5/29/13

Date: _____

Attest: See attached

Attest: _____

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiencyE. J. [Signature]
Assistant County Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On May 29, 2013 before me, Abigail Keenan, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Richard Schweppe

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Abigail Keenan

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Appendix A – Scope of Services

Background

The County implemented a Risk Management Information System (RMIS) in August of 2012 using iVOS software by Aon eSolutions migrated from CS Stars. The County maintains a self-hosted production and test environments consisting of Apache Tomcat application servers running on Windows 2008 server and Oracle 11g database. The lines of business are Worker's Compensation (WC) and Liability including General (GL), Auto, Professional (PL), and Property and Damage (PD). The open claim counts are WC – 4,014. The County has an average of 50,000 to 70,000 WC medical bills per year with approximately 200 to 300 on daily basis and approximately 750 medical providers.

Contractor Responsibilities

The Contractor shall:

- Provide the Bill Review functionality to process Workers' Compensation medical bills in accordance with all Florida statutory billing and reporting rules and procedures.
- Submit all bills under the Contractor's established EDI submitter setup with the State of Florida Division of Financial Services for Medical EDI reporting.
- Provide access to tiering for maximizing PPO reductions.
- Provide on-site training, support, and all related documentation as is deemed necessary by the County.
- Setup needed interfaces and integration points between Contractor and the County. Interfaces shall include:
 - Access to Contractor's *CareMC* web application
 - A claim feed from the County's RMIS system to Contractor's Bill Review system
 - A Vendor Feed of payers from the County's RMIS to Contractor's Bill Review system
 - A Bill History import from the County's prior Bill Review vendor into the Contractor's Bill Review system.
 - A Payment file from the Contractor of bills that have been reviewed and contain the Contractor's recommendation of payment to the County's RMIS system
 - An image export of the "Explanation of Review" (EOR), scanned bill images and supported medical documentation from the Contractor to the County's RMIS system.
 - A "Date Paid" file containing the County's payment mail date to vendors for bills the Contractor has reviewed.
- Work with the County to determine and implement workflows.

Appendix A – Scope of Services

- Maintain all Florida fee schedules, NCCI edits and amend as needed.
- Provide a Bill Review Service (BRS) solution to process medical bills according to rules-based security.
- Provide a means of identifying bill location within Contractor system.

The services/solution will also provide for the following items:

1. The County users remote access to BRS
2. Maintain a Secured File Transfer Protocol (STFP) with encryption for data interchanges from the County system to BRS.
3. Maintain a scheduler for the transfer of data System monitoring 24 hours per day 365 days per year

System Security

The Contractor system security shall provide access to the County to disable users as needed. The security hierarchy should be managed to accommodate current workflows and changes if necessary. The Contractor shall meet all necessary state or federal security requirements.

The Contractor shall provide necessary documentation for accessing the secured environment, via https and any necessary configuration relating to the browser and applicable plug-ins.

The Contractor shall perform user audit of the system access with the County on a quarterly basis to ensure current user access management.

The Contractor shall provide a solution that provides for strong passwords, unique user name/password identification, expiration date, lock-out access after a certain number of attempts (with reset capability for the system administrator), and have encryption.

Audit History

The Contractor shall provide its CareMC application/software that has the capability to provide a view access of the following items at a minimum:

1. User type and initials of user that approves a bill.
2. Date
3. Time
4. Analyst's initials who processes a bill
5. Transmission of daily payment file to CORVEL and back to County
6. Tracking daily payment and image files using unique control numbers
7. Fees charged to claim files
 - a. PPO fee

Appendix A – Scope of Services

- b. Administration/State fee
- 8. Reconsiderations
- 9. Voids, Stops and Escheated items

Medical Bill Submission

The County shall submit all medical bills to Contractor until Medical Providers have been notified to submit bills directly to the Contractor. The Contractor shall establish an address acceptable to the County for the receipt of Medical Bills.

Medical Bill Adjudication

The Contractor shall provide a solution for the adjudication of County bills submitted to BRS through the following process:

1. Bills will be scanned or Key From Image (KFI) and/or Optical Character Recognition (OCR) subject to a Quality Assurance (QA) process and run through a review and rules engine.
2. A review of the Medical Bill Image on a line by line basis.
3. Indexed with the County claim file.
4. Identify duplicate bills and duplicate lines from previously processed bills.
5. Application of Pre-negotiated rates for entire bills, line items, and file off sets.
6. Fee Schedule rendering by Provider Address, FEIN Match, Provider type, and Facility type.
7. Payments to Out of State Providers.
8. Contractor Vendor data file indexed and matched to County Vendor file
9. Contractor Vendor Rejection Contractor will send notification to County.
10. Contractor will return to Provider all bills with incorrect or incomplete information.
11. Auto Approvals and Auto Adjudication if agreed upon by the County.
12. Shall establish levels of approval and routing sequences based upon County needs.
13. The Contractor shall complete the Medical Bill Adjudication within the seven (7) to ten (10) business days of receipt of bill and returned to the County for payment.
14. Credit original payment and reprocess bill when a payment needs to be transferred from one claim to another.
15. Handling of voids, Escheated, Stops, and Refunds.
16. The review of "Explanation of Benefits Review" (EOBR) shall contain the required State data elements and the County "Vendor ID" generated by the EOBR.
17. Contractor shall establish a methodology acceptable to the County to incorporate the County's vendor information.
18. Contractor shall respond to and handle Petition of Reimbursement Disputes.
19. Contractor shall process all Reconsiderations including State reporting in a timely manner as established by the State.

The Contractor shall include as part of their Internal Review Audit:

1. Screen by Bill and Provider type.
2. Match and Identify the County Vendor ID number.

Appendix A – Scope of Services

3. Review:
 - a. Bills with High Dollar amounts
 - b. Bills with Charges for Implants
 - c. Bills identified by the County
 - d. Adjuster Notes provided via CareMC send back or email.
 - e. Diagnosis Codes
4. Pertinent Field Capture Data for bill processing and Florida EDI (Box Number)

Service Team

The Contractor shall provide ample number of Bill Review Analysts experienced with Florida fee schedule to process County medical bills correctly on a timely basis.

The Contractor shall provide a local account manager capable of responding to and addressing any County Bill Services related issues within a one (1) business day period.

All resumes of service team members must be submitted to the County for approval prior to working on the County's account.

Online and Customer Service Help Line

The Contractor shall provide documentation and support for any modifications or enhancements to the existing functionality of the product.

The Contractor shall provide access to a 1-800 number to respond to both County staff and Provider information requests pertaining to County bills.

The Contractor shall track and provide reports on all customer service calls to Contractor relating to BRS.

The Contractor shall maintain a Customer Service Operation Hours from 05:00 Pacific Time till 17:00 Pacific Time Monday thru Friday 5 days a week. All customer service calls will have a response to questions within a one business (1) day period.

The Contractor shall provide system availability pursuant to the License Agreement.

The Contractor will communicate via email and phone scheduled maintenance with an appropriate lead time.

The Contractor shall facilitate status meetings as deemed necessary by the County.

Archive and Archive Retrieval

The Contractor shall provide a solution, suitable to the County that has the ability to retrieve archived information and reproduce them as certified originals as indicated by Florida Statute Section 119.011(12)¹ and as amended.

¹ Florida Statute Section 119.011(12) defines a public record as: all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or

Appendix A – Scope of Services

The Contractor shall provide a solution for the retention of original documents for a period of no less than thirty (30) days from document received date.

The Contractor shall provide a solution for disposition of County documents from Contractors premises in adherence to the Division of Library and Information Services of the Florida Department of State, Florida Statute, Chapter 257.36(6) and the Office of Records Management to ensure the appropriate disposition of records eligible for destruction, Rule 1b-24.003(9)(d), Florida Administrative Code as amended.

Contractor requirements include:

1. Return of all County Data
2. Transfer of records to the archives or media conversion
3. Procedures must incorporate security precautions appropriate to the sensitivity of the information being returned to County.
4. Contractor shall provide a certification to the method of deletion or expunging of information.

Florida Medical Electronic Data Interchange:

During the Term of this Agreement, the Contractor shall have the obligation and responsibility for ensuring that the County complies with F.S.A. § 440.20 (Time For Payment of Compensation and Medical Bills; Penalties For Late Payment) and Rule 69L-7.602 (Florida Workers' Compensation Medical Services Billing, Filing and Reporting Rule, Florida Administrative Code, hereinafter "Rule") governing the State requirements associated with the compensation of the County's insureds or employees and electronic submission or use of the State's Electronic Data Interchange ("EDI") for the filing and reporting of bills or claims, respectively. As such, Contractor agrees to reimburse and be liable to the County for any penalties or fines levied or charged to the County by the State for any violations of or acts of non-compliance with F.S.A. § 440.20 or the Rule caused by Contractors omissions, misfeasance, or negligence.

The Contractor shall provide the Services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Contractor to perform the duties required under this Contract nor will the County pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the scope of services of this Contract. The Contractor is not exclusively bound to the County and may provide service to other private

received pursuant to law or ordinance or in connection with the transaction of official business by any department. Therefore, a public records can be any writing, paper, report, study, map, photograph, book, card, tape recording, or other material that is created, received, retained, maintained or filed by or with a public department and which is generated on paper, paper substitutes, photographic media, chemically based media, magnetic or machine readable media, electronically stored information, or any other material, regardless of form or characteristics as amended.

Appendix A – Scope of Services

and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County under this Contract.

The County or its designated representative may at any time, by written order, make changes within the general scope of work and/or Services to be performed under this Contract. Except as provided in this Contract otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Work or Services, an equitable adjustment shall be made and this Contract shall be amended in writing stating the equitable adjustment. Any claim by the Contractor for adjustment under this section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the County agrees in writing an additional period of time before the expiration of the Contract; otherwise, the claim shall be deemed waived. The Contractor shall proceed with the prosecution of the Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County.

Messaging and Communication

The Contractor shall provide a solution to communicate between the County and Contractor within the BRS system.

Reporting

The Contractor shall ensure that the BRS solution include "standard reports" as well as ad-hoc reporting capabilities.

The County will be responsible for using the embedded reporter tool to create and modify reports to meet the County's needs.

The following is a partial list of reports needed for BRS:

1. State Medical EDI Tracking Reporting
2. Medical Bill Tracking Reports
3. Historical Bill Tracking Reporting
4. PPO Discount Reporting
5. Provider Utilization Reporting

In addition, the Contractor shall ensure that the County has the ability to create or the Contractor will provide Ad-Hoc and additional reports based on any data field in the system, and the ability to schedule reports to process at various times.

Conversion

The Contractor must convert historical medical bill data from the Mitchell Smart Advisor system based upon the County agreed upon timeline provided Mitchell Smart Advisor can provide the historical data based on the Contractor agreed upon timeline.

Appendix A – Scope of Services

Interfaces

The Contractor shall have existing interfaces with the iVOS application for claims, vendor, and payment return. The frequency is daily and the process must be automated with email notifications for success and failures.

The Contractor shall provide comprehensive troubleshooting and problem resolution in a timely manner should any of the interfaces fail and also tracking of the problem by number. If applicable, the medical bill images and review EOB's to be provided by interface.

Appendix B – Price Schedule**Medical Bill Review Services:**

The County has elected Option 1 (charge per bill) as further detailed below; however, the County reserves the right to change the billing method to Option 2 (charge per line), during the performance of the Agreement. In that event, the County will prepare a supplemental agreement to this Agreement to initiate such change.

Option 1 – Per Bill Pricing

Description	Pricing
Bill Review	\$5.00 per bill
Duplicate Bill	Included
State EDI	Included
Scanning/OCR	Included
Storage for medical bills and supporting documents	Included
PPO - Enhanced Bill Review, Professional Review	25% of incremental savings

Option 2 - Per Line Pricing

Description	Pricing
Bill Review	\$1.25 per line
Duplicate Bill	Included
State EDI	Included
Scanning/OCR	Included
Storage for medical bills and supporting documents	Included
PPO - Enhanced Bill Review, Professional Review	25% of incremental savings

Additional Medical Bill Review Services

Description	Pricing
Dedicated local account management staff	Included
EDI in CorVel standard formats	Included
Training – onsite and online	Included
Technical support	Included
State EDI files	Included
Unlimited access to system website	Included
Monthly reporting	Included
Ad hoc report programming	\$ 200 per hour

Appendix C

CORVEL HEALTHCARE CORPORATION CAREMC LICENSE AGREEMENT

This CareMC License Agreement (this "License Agreement") is entered into as of _____, 2013, (the "Effective Date") by and between CorVel Healthcare Corporation a wholly-owned subsidiary of CorVel Corporation ("CorVel"), 2010 Main Street, Suite 600, Irvine, CA 92614 ("CorVel") and Miami-Dade County ("County").

RECITALS

This CAREMC LICENSE AGREEMENT (the "CareMC License Agreement") is incorporated herein as Appendix C to the Agreement No. BW9759-2/26 (the "Agreement") to which it is attached. The parties acknowledge and agree that the terms and conditions under which the Services are provided by CorVel and received by County shall be governed by the Agreement, while the terms and conditions under which County may access and use the Online Services shall be governed by the terms and conditions of this CareMC License Agreement.

WHEREAS, CorVel has developed a proprietary software solution (the "CareMC Application") which is accessible via the CorVel web site located at URL www.caremc.com (the "CareMC Site"), through which CorVel provides the County with the option of utilizing Bill Review Services, online (such automated and online components of CorVel's "Online Services"); and

WHEREAS, CorVel provides the County with the option of accessing certain Bill Review Services by means of CorVel's proprietary software solution (the "CareMC Application") via the CorVel web site located at the URL "www.caremc.com" (the "CareMC Site"); and

WHEREAS, County desires to be provided with access to and use of the CareMC Application by means of an Internet browser under the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the promises made herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. ACCESS TO THE CAREMC APPLICATION

A. Terms of Use. The parties acknowledge and agree that the terms and conditions under which County may access and use the CareMC Application in order to utilize the online and automated components of such Online Services shall be governed by the terms and conditions of this License Agreement.

B. Registration Information. Prior to accessing the CareMC Application, County shall provide CorVel with certain registration information requested therein ("Registration Information"). County represents and warrants that (i) the Registration Information County provides is true, accurate, current and complete, to the best of its abilities, and (ii) the Registration Information will be updated as necessary to keep such data true, accurate, current and complete.

C. Passwords and Levels of Access. As soon as practicable after the execution of this License Agreement, CorVel shall provide a master password to County that allows County initial access to the Online Services (the "Master Password"). County shall then designate two groups of Authorized Users. The first group of Authorized Users ("Restricted Users") shall have access to all data available on the CareMC Site except data that constitutes or contains "protected health information" ("PHI Data") as such term is defined in 45 CFR Section 164.501 of the regulations promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). Each Restricted User shall initially access the Online Services by means of the Master Password, then shall be required to choose his/her own unique password (each, a "Restricted Password") for all future access. The second group of Authorized Users ("Non-Restricted Users") shall have access to all data available through the CareMC Application, including PHI Data, but shall only have access to PHI Data to the extent necessary for County to render payment on a claim, and then only to those portions or amounts of PHI Data that are determined by CorVel, in its sole discretion, to be the minimum necessary for County to render payment on such claim. Each Non-Restricted User will be required to choose a second unique password (each, a "Non-Restricted Password") which will enable his/her to access PHI Data on the foregoing terms.

D. Non-Restricted Users. County represents and warrants to CorVel that each Non-Restricted User who accesses PHI Data will do so solely in order for County to render payment on the applicable claim.

E. Security of Passwords. County acknowledges and agrees that it shall be solely responsible for (i) selecting Authorized Users, (ii) assigning the various levels of authority and access each Authorized User may have to the CareMC Application, Online Services and County Data, including by determining which Authorized Users shall be Non-Restricted Users, (iii) ensuring that only Authorized Users have access to the Master Password, only Restricted Users have access to the Restricted Passwords and only Non-Restricted Users have access to Non-Restricted Passwords, (iv) implementing a system to control, track and account for all Restricted Passwords and Non-Restricted Passwords, (v) strictly maintaining the confidentiality and integrity of the Master Password, Restricted Passwords and Non-Restricted Passwords and levels of authority among Authorized Users, and (iv) ensuring that Authorized Users shall at all times comply with the terms and conditions of this License Agreement. County further agrees that it shall notify CorVel immediately in writing if the security or integrity of a password has been compromised.

F. County Data. Responsibility for ensuring that the content and data input into the CareMC Application by County or Authorized Users ("County Data") is accurate, reflects County's requirements and is entered correctly lies solely with County. All data generated by and through County's use of the CareMC Application and Online Services shall reside on CorVel's server.

Appendix C

CorVel reserves the right to temporarily suspend access to any County Data that it determines, in its sole discretion, violates the terms and conditions of this License Agreement or any applicable laws.

G. Use of County Data. CorVel shall have the right to use County Data to fulfill its obligations under this License Agreement. Further, nothing shall prohibit CorVel from using aggregate, non-identifying, statistical data generated through the County's use of the CareMC Application, Online Services and CareMC Site for marketing purposes, provided that CorVel shall not use or disclose any such data or information in a manner that would reveal the identity of, or other confidential information concerning, the County and or its employees. Such aggregate, non-identifying statistical data could include, without limitation, statistics regarding the usage of, number of case referrals generated by and/or efficiencies gained by County through its use of the CareMC Application, Online Services and/or CareMC Site.

H. Changes to the CareMC Application. CorVel reserves the right, at any time in its sole discretion and without liability to County to delete or change features of the CareMC Application, CareMC Site or Online Services provided such changes do not materially alter the functionality, efficiency or performance of the CareMC Application.

2. LICENSE AND RESTRICTIONS

A. Limited License. Subject to the terms and conditions of this License Agreement, CorVel grants to County during the License Term (as defined in Agreement) a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, and allow Authorized Users to access and use, the CareMC Application via the CareMC Site solely for County's own internal business use and operations. County shall access and use the CareMC Application in accordance with the user's guides and online instruction provided to County by CorVel ("Documentation") and all applicable laws, statutes, rules and regulations.

B. Restrictions. County shall not, and shall not allow Authorized Users or any third party to (i) rent, lease, re-license or otherwise provide access to the CareMC Application or Online Services to any third party, (ii) alter, modify or create derivative works of the CareMC Application, (iii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the CareMC Application or replicate the functionality of the CareMC Application for any purpose, or (iv) copy the CareMC Application or any content, materials, information and other data provided by CorVel on the CareMC Site or used in providing the Online Services ("CorVel Content") and/or Documentation without CorVel's prior written consent.

C. Third Parties. County shall not allow any third party to have access to the CareMC Application or Online Services without prior written consent of CorVel and ensuring that (i) such third party enters into a legally enforceable written agreement with CorVel, or (ii) such third party enters into a legally enforceable written agreement with County consistent with the terms of this License Agreement and which shall include terms at least as protective of CorVel as the following Sections of this License Agreement: Sections 1B, 1D, 1E, 1H, 2B, 2D, 3B, 3I, and 4A-4C.

D. Ownership. CorVel owns and shall retain all right, title and interest in and to the CareMC Application, Documentation, CareMC Site, Online Services, CorVel Content and any intellectual property rights inherent therein or arising therefrom. In addition to CorVel's rights in the individual elements of the CorVel Content, CorVel owns a copyright in the selection, coordination, arrangement and enhancement of the CorVel Content. Neither County nor any Authorized User shall obtain any ownership rights, express or implied, or any other rights other than those expressly set forth herein in the CareMC Application, Documentation or CorVel Content.

E. Compliance Monitoring and Audits. CorVel may monitor and, at its expense, perform an audit of County's use of the CareMC Application and CareMC Site to verify that County and Authorized Users are using the CareMC Application in compliance with the terms of this License Agreement. CorVel reserves the right to temporarily suspend County's or any Authorized User's access to the CareMC Application in the event County or such Authorized User engages in, or CorVel in good faith suspects is engaged in, any unauthorized conduct. CorVel shall use reasonable efforts to immediately notify County in writing of its suspension in services, the reasons for such suspension, including the facts and circumstances it believes constitute County's unauthorized conduct and shall agree to a reasonable time to conduct the review of the suspension in access.

3. INFRASTRUCTURE, MAINTENANCE AND SUPPORT

A. CorVel Infrastructure Obligations. Subject to County's compliance with the terms and conditions of this License Agreement, CorVel shall be responsible for providing and maintaining the hardware, software and other equipment required to host the CareMC Application for the County ("CareMC Infrastructure"). The CareMC Infrastructure is subject to modification by CorVel from time to time for purposes such as adding new functionality, maximizing operating efficiency and upgrading hardware, provided such modifications shall not in the aggregate degrade the performance of the Online Services utilized by County. County understands and acknowledges that such modifications may require changes to County's Internet access and/or telecommunications infrastructure to maintain County's desired level of performance. CorVel shall give County reasonable prior written notice of any such modifications.

B. County Infrastructure Obligations. Except for the CareMC Infrastructure, which will be provided by CorVel, County shall be responsible for obtaining and maintaining all hardware, software, equipment, Internet access and/or telecommunications services and other items or services furnished by third party vendors or providers ("Third Party Providers") required to enable the County to access and use the CareMC Application and CareMC Site as contemplated hereunder. Notwithstanding CorVel agrees that the current County configuration is sufficient for the County to perform services as depicted herein.

C. Support. CorVel will provide general support regarding questions on the CareMC Application and CareMC Site via email and by telephone from Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. Pacific Standard Time, excluding holidays.

Appendix C

D. Scheduled Maintenance. CorVel will use reasonable efforts to (i) perform any scheduled downtime outside of County's normal business hours, (ii) notify County of all scheduled downtimes at least seventy-two (72) hours in advance, and (iii) perform software updates to the CareMC Application with minimal disruption to County's use of the Online Services.

E. System Monitoring. CorVel will use reasonable efforts to continuously monitor its web servers and database servers to ensure that they are functioning properly.

F. Security. CorVel will implement and use reasonable efforts to maintain secure systems through the use of firewalls, virtual private networks (VPN), and other security technologies. CorVel will use reasonable efforts to immediately report to County any security violations that affect the data of the County.

G. Disaster Recovery and Backup. CorVel will use reasonable efforts to perform nightly backups of essential data on its web servers and database servers. CorVel has implemented third party backup and restoration technology to enable high speed recovery of data. CorVel utilizes redundant load balanced Win 2000 servers for 24x7, 365 day access, except for regularly scheduled system maintenance and upgrade processes. SQL Server databases are hosted on clustered servers offering fail-over capability, redundant communication links, and load balanced application servers. Backup tapes are restored into a test environment not less than quarterly to confirm validity of backups. The CareMC Site has redundant inbound Internet and Intranet connectivity.

4. REPRESENTATIONS AND WARRANTIES

A. County Representations. County represents that (i) it has the legal authority to provide the County Data to CorVel hereunder, and (ii) it is fully aware and knowledgeable of and shall comply with its duties and responsibilities with respect to the privacy and confidentiality of medical records and protected health information under applicable federal and state laws, including but not limited to those imposed by HIPAA. Upon written notice to County, CorVel may modify or temporarily suspend County's access to and use of the CareMC Application, Online Services and/or CareMC Site as necessary to comply with any law or regulation.

B. CorVel Warranties. CorVel warrants that (i) it shall use commercially reasonable professional practices and good workmanship in providing the CareMC Application, and (ii) County support will be performed consistent with generally accepted industry standards. These warranties extend only to County.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

A. Disclaimers. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN SECTION 4B ABOVE, CORVEL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT. COUNTY SPECIFICALLY ACKNOWLEDGES AND AGREES AS FOLLOWS:

(i) Internet Usage. County acknowledges that the Internet is essentially an unregulated, insecure and unreliable environment, and that the ability of County to access and use the CareMC Application is dependent on the Internet and hardware, software and services provided by various Third Party Providers. CORVEL SHALL NOT BE RESPONSIBLE FOR COUNTY'S INABILITY TO ACCESS OR USE THE CAREMC APPLICATION TO THE EXTENT SOLELY CAUSED BY FAILURES OR INTERRUPTIONS OF ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY COUNTY OR ITS THIRD PARTY PROVIDERS.

(ii) CareMC Application. COUNTY ACKNOWLEDGES AND AGREES THAT CORVEL DOES NOT WARRANT THAT THE CAREMC APPLICATION OR ONLINE SERVICES ARE ERROR FREE, THAT COUNTY WILL BE ABLE TO ACCESS OR USE THE CAREMC APPLICATION OR ONLINE SERVICES WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE CAREMC SITE AND CAREMC APPLICATION ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION. CorVel shall take all reasonable measures to correct any and all such errors, interruptions, intrusions, attacks, and/or virus infections as quickly as is reasonably possible to continue to provide the Services as required in the Agreement.

(iii) Network Intrusions. COUNTY AGREES THAT CORVEL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS TO, MISUSE OF, OR INTRUSION INTO, COUNTY DATA RESIDING ON CORVEL'S SERVER(S) OR ANY NETWORK USED BY COUNTY TO THE EXTENT SUCH DAMAGES WERE not subject to negligence on CorVel's part or BEYOND CORVEL'S REASONABLE CONTROL.

B. Exclusion of Damages.

(i) Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES) UNDER THIS CareMC License Agreement, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF WHETHER CLAIMS UNDER THIS CareMC License Agreement ARE BROUGHT UNDER TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

(ii) Acknowledgment. The parties acknowledge that the limitations and disclaimers set forth in this Agreement were an essential element in setting consideration under this CareMC License Agreement.

6. LICENSE TERM AND TERMINATION

Appendix C

A. Term. Unless provided otherwise, the term of this CareMC License Agreement shall begin as stated in Article 5 of the Agreement.

B. Termination for Cause. This CareMC License Agreement may be terminated as stipulated in the Agreement.

C. Effect. Except to the extent expressly provided to the contrary herein, any right of action for breach of the License Agreement prior to termination, and the following provisions shall survive the termination of this License Agreement: Sections 1G, 2D, 4, 5 and 6. Additionally, upon termination or expiration of the License Agreement (i) CorVel shall provide County with any proprietary data belonging to County; in the current format in which it is stored at CorVel at the termination of the License Agreement, (ii) all licenses granted under this License Agreement shall terminate immediately, (iii) all rights to use the CareMC Application and Online Services shall cease immediately, and (iv) each party shall promptly return all information, documents, manuals and other materials belonging to the other party related to this License Agreement, whether in printed or electronic form, except as otherwise provided in this License Agreement, including without limitation all confidential information of the other party then currently in its possession.

7. CONFIDENTIALITY

A. Definition of Confidential Information. "Confidential Information" shall mean any non-public data, information and other materials regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to either party by the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, the parties agree that (i) the CareMC Application, Documentation, CorVel Content (as defined in the in the CareMC License Agreement) and all software, source code, source documentation, inventions, know-how, and ideas, updates and any documentation and information relating thereto constitutes Confidential Information of CorVel, and (ii) the County Data (as defined in the CareMC License Agreement) constitute Confidential Information of County.

B. Disclosure and Use of Confidential Information. The Confidential Information disclosed by either party ("Disclosing Party") to the other ("Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party and the Receiving Party agrees to treat such Confidential Information in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information of the Disclosing Party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose it to any third party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein.

C. Exceptions. Notwithstanding the foregoing, the parties' confidentiality obligations hereunder shall not apply to information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party, (ii) becomes publicly available without fault of the Receiving Party, (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, (iv) is approved for release by written authorization of the Disclosing Party, (v) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information, or (v) is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, provided, however, that the Receiving Party shall advise the Disclosing Party of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

D. Use of Data. Nothing shall prohibit CorVel from using aggregate, non-identifying, statistical data generated through the County's use of the CareMC Application and Online Services for marketing purposes, provided that CorVel shall not use or disclose any such data or information in a manner that would reveal the identity of, or other confidential information concerning, County. Such aggregate, non-identifying statistical data could include, without limitation, statistics regarding usage of the CareMC Application and Online Services, the number of case referrals generated through the CareMC Application and Online Services and the efficiencies gained by the County through its use of the CareMC Application and Online Services.

E. Notwithstanding, the above Section 7 "Confidentiality", the County and this Agreement are subject to the provisions of Chapter 119, Florida Statutes, popularly known as the "Public Record Law".

Connel Expenses

2013-14

Number of Bills Reviewed

Non-Zero Bills
Zero Bills

September	October	November	December	January	February	March	April	May	June	July	August	Annualized	Month Average
4,522	6,562	4,756	6,236	5,983	4,688	6,136	5,905	5,549	5,504	5,513	5,185	66,539	5,545
3,491	4,968	3,421	4,704	4,598	3,568	4,953	4,613	4,474	4,275	4,259	4,151	51,420	4,285
1,041	1,594	1,335	1,532	1,412	1,100	1,183	1,287	1,125	1,229	1,214	1,034	15,086	1,257

Total Provider Charges & Reductions

Fee Schedule Reduction

PPO Reduction

Other Reduction

Total Reduction

Total Recommended Payment

\$ 5,228,853	\$ 7,695,386	\$ 5,780,955	\$ 7,937,901	\$ 6,397,692	\$ 5,739,357	\$ 5,833,398	\$ 6,744,196	\$ 5,240,916	\$ 7,619,330	\$ 5,911,159	\$ 5,092,453	\$ 75,240,897	\$ 6,270,038
\$ 1,768,386	\$ 2,445,877	\$ 1,890,944	\$ 2,701,243	\$ 2,229,690	\$ 1,824,478	\$ 2,071,873	\$ 2,315,577	\$ 1,794,351	\$ 2,719,596	\$ 2,006,082	\$ 1,470,702	\$ 25,199,298	\$ 2,099,942
\$ 223,539	\$ 302,300	\$ 194,374	\$ 428,202	\$ 184,530	\$ 268,501	\$ 249,921	\$ 234,576	\$ 152,106	\$ 372,528	\$ 223,146	\$ 274,769	\$ 3,108,833	\$ 259,074
\$ 1,841,519	\$ 2,592,744	\$ 2,253,025	\$ 2,094,008	\$ 2,156,300	\$ 1,960,694	\$ 1,445,131	\$ 2,128,540	\$ 1,692,373	\$ 1,972,337	\$ 2,017,697	\$ 1,973,870	\$ 24,498,259	\$ 2,034,023
\$ 2,893,445	\$ 5,680,922	\$ 4,338,343	\$ 5,223,454	\$ 4,570,921	\$ 4,053,674	\$ 3,766,988	\$ 4,878,693	\$ 3,599,330	\$ 5,064,461	\$ 4,246,925	\$ 3,695,341	\$ 52,716,496	\$ 4,395,041
\$ 1,395,408	\$ 2,014,465	\$ 1,441,712	\$ 2,174,445	\$ 1,826,770	\$ 1,705,682	\$ 2,066,410	\$ 2,065,502	\$ 1,641,586	\$ 2,554,870	\$ 1,664,234	\$ 1,433,112	\$ 22,594,196	\$ 1,877,016

Bill Review Services Fees (\$5.00 per bill)

(\$5.00) Re-evaluation Bill Corrections

25% of PPO Savings

Subtotal of Fees

\$ 17,130	\$ 24,830	\$ 17,105	\$ 23,210	\$ 22,690	\$ 17,895	\$ 24,330	\$ 23,005	\$ 21,940	\$ 21,245	\$ 21,400	\$ 20,585	\$ 255,445	\$ 21,267
\$ (275)	\$ (10)	\$ -	\$ (310)	\$ (165)	\$ (45)	\$ (435)	\$ (5)	\$ (100)	\$ (130)	\$ (95)	\$ (95)	\$ (1,745)	\$ (145)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 55,884	\$ 75,575	\$ 48,593	\$ 107,040	\$ 46,232	\$ 67,125	\$ 62,480	\$ 58,644	\$ 38,017	\$ 93,132	\$ 95,786	\$ 68,692	\$ 777,210	\$ 64,768
\$ 72,739	\$ 100,395	\$ 65,638	\$ 129,940	\$ 68,757	\$ 84,975	\$ 85,375	\$ 81,724	\$ 59,787	\$ 114,247	\$ 77,091	\$ 89,182	\$ 1,030,910	\$ 85,909

UAP

Inspector General Fee

Total Due

\$ (1,455)	\$ (2,008)	\$ (3,314)	\$ (2,599)	\$ (1,375)	\$ (4,700)	\$ (1,728)	\$ (1,654)	\$ (1,156)	\$ (2,285)	\$ (1,542)	\$ (1,794)	\$ (20,618)	\$ (1,718)
\$ (182)	\$ (251)	\$ (164)	\$ (325)	\$ (172)	\$ (212)	\$ (216)	\$ (204)	\$ (149)	\$ (286)	\$ (193)	\$ (123)	\$ (2,577)	\$ (215)
\$ 71,102	\$ 98,136	\$ 64,220	\$ 127,016	\$ 67,210	\$ 83,063	\$ 84,432	\$ 79,885	\$ 58,441	\$ 111,676	\$ 75,357	\$ 87,176	\$ 1,907,715	\$ 83,976

2014-15

Number of Bills Reviewed

Non-Zero Bills
Zero Bills

September	October	November	December	January	February	March	April	May	June	July	August	Annualized	Month Average
5,480	5,755	4,594	5,929	4,771	4,190	5,442	5,623	5,442	5,442	5,442	5,185	41,289	5,161
4,448	4,786	3,880	4,743	3,553	3,451	4,324	4,635	4,635	4,635	4,635	4,229	33,830	4,229
1,032	969	715	1,186	718	739	1,108	983	983	983	983	933	7,460	933

Total Provider Charges & Reductions

Fee Schedule Reduction

PPO Reduction

Other Reduction

Total Reduction

Total Recommended Payment

\$ 7,609,781	\$ 7,207,303	\$ 5,552,371	\$ 7,383,779	\$ 4,357,086	\$ 4,727,974	\$ 6,449,196	\$ 6,399,616	\$ 49,781,076	\$ 6,222,635	\$ 6,222,635	\$ 6,222,635	\$ 49,781,076	\$ 6,222,635
\$ 2,393,704	\$ 2,499,623	\$ 2,018,646	\$ 2,737,500	\$ 1,660,184	\$ 2,058,262	\$ 2,504,503	\$ 2,614,348	\$ 18,428,168	\$ 2,305,521	\$ 2,305,521	\$ 2,305,521	\$ 18,428,168	\$ 2,305,521
\$ 375,782	\$ 519,801	\$ 311,500	\$ 419,778	\$ 210,354	\$ 206,042	\$ 302,290	\$ 311,968	\$ 2,657,516	\$ 332,130	\$ 332,130	\$ 332,130	\$ 2,657,516	\$ 332,130
\$ 2,677,112	\$ 1,948,916	\$ 1,160,436	\$ 1,530,277	\$ 1,047,780	\$ 1,166,284	\$ 1,682,241	\$ 1,379,700	\$ 12,566,746	\$ 1,570,843	\$ 1,570,843	\$ 1,570,843	\$ 12,566,746	\$ 1,570,843
\$ 5,446,599	\$ 4,963,341	\$ 3,490,580	\$ 4,887,595	\$ 2,858,318	\$ 3,431,588	\$ 4,469,434	\$ 4,300,016	\$ 33,652,430	\$ 4,206,554	\$ 4,206,554	\$ 4,206,554	\$ 33,652,430	\$ 4,206,554
\$ 2,163,152	\$ 2,238,962	\$ 2,161,791	\$ 2,896,224	\$ 1,498,768	\$ 1,296,386	\$ 1,979,762	\$ 2,083,600	\$ 15,128,646	\$ 2,016,081	\$ 2,016,081	\$ 2,016,081	\$ 15,128,646	\$ 2,016,081

Bill Review Services Fees (\$5.00 per bill)

(\$5.00) Re-evaluation Bill Corrections

25% of PPO Savings

Subtotal of Fees

\$ 21,970	\$ 23,750	\$ 23,280	\$ 23,550	\$ 17,675	\$ 17,030	\$ 21,595	\$ 22,935	\$ 167,855	\$ 20,982	\$ 20,982	\$ 20,982	\$ 167,855	\$ 20,982
\$ (160)	\$ (85)	\$ (65)	\$ (110)	\$ (95)	\$ (169)	\$ (60)	\$ (165)	\$ (865)	\$ -	\$ -	\$ -	\$ (865)	\$ (108)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 93,946	\$ 129,950	\$ 77,875	\$ 104,945	\$ 52,588	\$ 51,511	\$ 75,573	\$ 77,952	\$ 664,379	\$ 83,047	\$ 83,047	\$ 83,047	\$ 664,379	\$ 83,047
\$ 115,756	\$ 153,615	\$ 97,080	\$ 128,385	\$ 70,208	\$ 69,426	\$ 97,108	\$ 100,782	\$ 831,369	\$ 105,921	\$ 105,921	\$ 105,921	\$ 831,369	\$ 105,921

UAP

Inspector General Fee

Total Due

\$ (2,315)	\$ (3,072)	\$ (1,942)	\$ (2,568)	\$ (1,404)	\$ (1,369)	\$ (1,942)	\$ (2,016)	\$ (16,627)	\$ (2,078)	\$ (2,078)	\$ (2,078)	\$ (16,627)	\$ (2,078)
\$ (289)	\$ (384)	\$ (243)	\$ (321)	\$ (176)	\$ (171)	\$ (243)	\$ (252)	\$ (2,078)	\$ (2,078)	\$ (2,078)	\$ (2,078)	\$ (2,078)	\$ (2,078)
\$ 113,151	\$ 150,159	\$ 94,905	\$ 125,496	\$ 88,529	\$ 66,886	\$ 94,922	\$ 98,514	\$ 812,663	\$ 101,583	\$ 101,583	\$ 101,583	\$ 812,663	\$ 101,583

County:

27,914 Total

Employees

Presumptive:

Sworn Correctional Officers: 1,563

Sworn Police: 1,954

Sworn Fire Fighters: 1,866

Sections	Administration /Manager	Supervisor/ Return to Work Specialist	Auto Appraiser	Adjusters	Investigator	Clerical	Total Staff Count
Workers'	1	6	0	24	0	5	36
Compensation	1	2	1	11	4	7	26
General							
Liability							

In-house Litigation Defense Attorneys:

Sections	Attorney	Liability	Federal	Total Staff Count
Workers'	4			4
Compensation		10	6	16
General				
Liability				

Claim**Statistics:****Estimated Software Licenses: 100 users**

General Description	Workers' Compensation	General Liability
Total Number of Open Claims (as of 06/30/2015)	3,431	2,727
Total Number of Closed Claims (as of 06/30/2015)	4,576	7,936
Total Number of Open Litigated Claims	588	953
Total Number of Open Subrogation Claims		1,150
Total Number of Open Indemnity Claims	2,207	
Total Number of Open Medical Claims	1,061	
Total Number of EDI Submissions 10/1/13-6/30/15	20,842	
Total Number of FROI/SROI Submissions	2644	
Total Number of Open Cardiac Claims	1,112	
Total Number of Automobile Claims		1,262
Total Number of General Liability Claims		1135
Total Number of Police Professional Claims		314
Total of New Claims in 10/1/13-6/30/15	2,510	3,887
Total of Indexed Claims in 10/1/13-6/30/15	1539	1013
Total of Claims Reported CMS in 10/1/13-6/30/15	145	10
Total of New Subrogation Claims 10/1/13-6/30/15	80	664

Total Number of WC Bills Reviewed by Bill Review Service (10/1/13-6/30/15)	113,715	
Number of Non-Zero Bills	90,227	
Zero Bills	23,455	
Total Provider Charges	\$131,763,689	
Fee Schedule Reductions	\$46,991,804	
PPO Reductions	\$6,106,295	
Other Reductions	\$37,393,070	
Total WC Bill Review Payments	\$41,272,520	
PBM Paid Script Count (10/1/13-6/30/15)	50,941	
PBM DUR Script Count	11,611	
PBM Total Script Count	62,552	
PBM received Billed/U&C/Fee Amount	\$12,802,789	
Total WC RX Paid	\$11,514,370	
Total Number of Checks Processed (Expense)	1881	3538
Total Number of Checks Processed (WC Indemnity)	35,121	
Total Number of Checks Processed (WC Medical)	122,735	
Total Number of Checks Processed (Liability BI & PD Settlements)		608
Total Number of Checks (All other BI, PD etc.)		1687
Total Number of ISO Look Up Claims 10/1/13-6/30/15	1,539	1013
Total Number of Medicare Report through ISO 10/1/13-6/30/15	145	10

Q. #17

Status: Open
 Incident Date: 07/11/2014
 Denied Date:
 Insured: Miami DADE County
 Public Works And Waste Management
 Claimant:
 Type: Became Lost Time
 Closed Date:
 Insured Reported Date: 07/09/2014
 Opened Date: 07/09/2014
 Deductible: 9338
 SSN:
 Sex:

Birth Date:
 Hire Date:
 Examiner:
 Weekly Wage:
 Incident: EE HAD AN OIL SPILL AND WAS CHECKING HIS TRUCK AND HE SLIPPED ON THE OIL AND FELL

Type: Work Comp Incident Type
 Cause: Fall, Slip, Trip, NOC
 Body Part: Multiple Body Parts (Body Systems and Body Parts)
 Nature of Injury: Multiple Physical Injuries Only

	Total Incurred	Payments	Outstanding	Recovery
Medical				0.00
Indemnity				0.00
Expense				0.00
Recovery		0.00	0.00	0.00
Total:				0.00

Attachment
5

RECEIVED



Attachment
6

Page 1 of 1

Bill To:	Ship To:
Miami-Dade County GSA ATTN: Susana Ramirez 111 NW 1st Street Suite 2340 MIAMI FL 33128	Miami-Dade County GSA 111 NW 1st Street Suite 2340 MIAMI FL 33128

CUSTOMER NO	CUSTOMER REF	INVOICE NO	INVOICE DATE	BILLING PERIOD	
105129-240826	J76FL63	302244103	31-MAY-15	01-MAY-2015 To 31-MAY-2015	
ITEM CODE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	
AEUN100	AUDATEX ESTIMATING - STAFF ESTIMATE	36	0.00	0.00	
AEUN408	AUDATEX EST IA 800 SVC ONLY DVD	1	199.00	199.00	
AUU1015	AUTOSOURCE 2 COMPARABLE	1	70.00	70.00	
AUU1020	AUTOSOURCE INSTANT VALUATION	1	26.00	26.00	
AUU1024	AUTOSOURCE NADA	1	2.00	2.00	
INVOICE SUBTOTAL				297.00	
INVOICE TOTAL				297.00	

NOTICE: At AudaExplore, we are dedicated to satisfying your needs. For Customer service please call (800)237-4968. If you have any questions about this invoice or to make payment arrangements please contact Lisa Spearman at 800-733-8008 x 7910, or via email at lisa.spearman-simpson@audaexplore.com

REMITTANCE STUB - CUT HERE & RETURN WITH PAYMENT

Remit To:	Invoice Date	31-MAY-15
AudaExplore	Terms	:NET 30
774215	Customer No	:105129
4215 Solutions Center	Customer Ref	:J76FL63
CHICAGO IL 60677	Invoice No	:302244103
	Amount Due	:\$297.00
	Customer Name	:Miami-Dade County GSA

Q. #110

Notepad Detail All Claimants

Add Date: [REDACTED] Add User: [REDACTED] Notepad Type: Note
Edit Date: [REDACTED] Edit User: [REDACTED]

Overview:

FROI AND FRAUD PACKET

vds.

FROI
Injured Worker Prescription Form
First Fill Prescription
EE brochure
List of the Centers
EAO Letter
Given to the adjuster for mailing:
Fraud Statement
Questionnaire
Mileage Form
Help Reducing Cost RX letter
Statement for Authorization letter (medical release)
Subrogation Letter

Add Date: [REDACTED] Add User: [REDACTED] Notepad Type: [REDACTED]
Edit Date: [REDACTED] Edit User: [REDACTED]

Overview:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Add Date: [REDACTED] Add User: [REDACTED] Notepad Type: [REDACTED]
Edit Date: [REDACTED] Edit User: [REDACTED]

Overview:

[REDACTED]
[REDACTED]

Add Date: [REDACTED] Add User: [REDACTED] Notepad Type: [REDACTED]
Edit Date: [REDACTED] Edit User: [REDACTED]
Overview: [REDACTED]

Attachment

7

Add Date: 12/09/2014 Add User: [REDACTED] Notepad Type: Note

Edit Date: 12/09/2014 Edit User: [REDACTED]

Overview:

Add Date: 12/10/2014 Add User: [REDACTED] Notepad Type: Note

Edit Date: 12/10/2014 Edit User: [REDACTED]

Overview:

Add Date: 01/07/2015 Add User: [REDACTED] Notepad Type: Note

Edit Date: 01/07/2015 Edit User: [REDACTED]

Overview:

Add Date: 01/20/2015 Add User: [REDACTED] Notepad Type: Comp Payment

Edit Date: 01/20/2015 Edit User: [REDACTED]

Overview:

Add Date: [REDACTED] Add User: [REDACTED] Notepad Type: Comp Payment

Edit Date: 01/20/2015 Edit User: [REDACTED]

Overview:

Add Date: 01/20/2015 Add User: [REDACTED] Notepad Type: Note

Edit Date: 01/20/2015 Edit User: [REDACTED]

Overview:

Add Date: 02/03/2015 Add User: [REDACTED] Notepad Type: Disability Leave

Edit Date: 02/03/2015 Edit User: [REDACTED]

Overview:

Add Date: 02/05/2015 Add User: [REDACTED] Notepad Type: Comp Payment
Edit Date: 02/05/2015 Edit User: [REDACTED]
Overview:

[REDACTED]

Add Date: 02/13/2015 Add User: [REDACTED] Notepad Type: Claimant Contact
Edit Date: 02/13/2015 Edit User: [REDACTED]
Overview:

Add Date: 06/25/2015 Add User: [REDACTED] Notepad Type: Note
Edit Date: 06/25/2015 Edit User: [REDACTED]
Overview:

[REDACTED]

Add Date: 06/30/2015 Add User: [REDACTED] Notepad Type: Medical
Edit Date: 06/30/2015 Edit User: [REDACTED]
Overview:

[REDACTED]

Payment Listing

From	Through	Check#	Check Date	Method	Vendor	Discount	Amount
Medical							
POS							
01/15/2015	01/15/2015	[REDACTED]	01/20/2015	Check	[REDACTED]	8.27	43.35
Totals for POS						8.27	43.35
Physician							
01/14/2015	01/14/2015			Paper	[REDACTED]	1,049.72	0.00
12/19/2014	12/19/2014	[REDACTED]	04/14/2015	Check	[REDACTED]	73.90	44.10
01/06/2015	01/06/2015	[REDACTED]	04/14/2015	Check	[REDACTED]	73.90	44.10
01/14/2015	01/14/2015	[REDACTED]	03/30/2015	Check	[REDACTED]	692.30	602.70
01/06/2015	01/06/2015			Paper	[REDACTED]	118.00	0.00
12/19/2014	12/19/2014			Paper	[REDACTED]	118.00	0.00
01/14/2015	01/14/2015			Paper	[REDACTED]	1,295.00	0.00
02/13/2015	02/13/2015	[REDACTED]	03/17/2015	Check	[REDACTED]	11.44	131.56
12/08/2014	12/08/2014	[REDACTED]	01/08/2015	Check	[REDACTED]	16.56	190.44
Totals for Physician						3,448.82	1,012.90
Hospital-Outpatient							
01/14/2015	01/14/2015	[REDACTED]	05/26/2015	Check	[REDACTED]	18,362.06	18,416.10
12/05/2014	12/05/2014			Paper	[REDACTED]	245.00	0.00
12/05/2014	12/05/2014	[REDACTED]	01/14/2015	Check	[REDACTED]	73.50	171.50
Totals for Hospital-Outpatient						18,680.56	18,587.60
Physical Therapy							
02/17/2015	02/17/2015	[REDACTED]	05/14/2015	Check	[REDACTED]	14.40	165.60
02/23/2015	02/23/2015	[REDACTED]	03/24/2015	Check	[REDACTED]	10.40	119.60
Totals for Physical Therapy						24.80	285.20
Diagnostic Radiology							
12/19/2014	12/19/2014	[REDACTED]	01/16/2015	Check	[REDACTED]	0.00	414.00
Totals for Diagnostic Radiology						0.00	414.00
Totals for Medical Recovery						22,162.45	20,343.05
Totals for Medical Recovery							0.00
Indemnity							
TEMPORARY TOTAL							
01/21/2015	01/29/2015	[REDACTED]	01/21/2015	Check	[REDACTED]	0.00	1,240.50
Totals for TEMPORARY TOTAL						0.00	1,240.50
Totals for Indemnity Recovery						0.00	1,240.50
Totals for Indemnity Recovery							0.00
Totals for Claim Recovery						21,583.55	
Totals for Claim Recovery						0.00	

Q#83

**MIAMI-DADE
COUNTY****Worker's Compensation Incident**

Incident Report No. 7245

Reported by

Name [REDACTED]

Phone [REDACTED]

Relationship SUPERVISOR

Employee

Department [REDACTED]

Name [REDACTED]

Address [REDACTED]

Phone [REDACTED]

DOB [REDACTED]

Supervisor

Name [REDACTED]

Phone [REDACTED]

Accident

Date/Time [REDACTED]

Address [REDACTED]

Description [REDACTED]

Injury/Illness [REDACTED]

Part Affected [REDACTED]

Additional Data

Last Date Worked [REDACTED]

Returned to Work [REDACTED]

311 Representative [REDACTED]

Date First Reporte [REDACTED]

7/2/2015 9:01:49 AM

Attachment
8

Miami-Dade County

Scheduled Payments : Permanent Total and Permanent Total Supplemental

06/29/2015 - 07/10/2015

Claim Number	Claimant	Employee #	From	Through	Payment Transaction	Examiner	Amount
Examiner Desc: [REDACTED]							
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL	[REDACTED]	[REDACTED]
Next From: 07/06/2015	Next Through: 07/19/2015	Next Due Date: 07/10/2015					
Final From: 12/07/2015	Final Through: 12/20/2015	Final Due Date: 12/11/2015					
							Freq: Bi-Weekly
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL SUPPLEMENTAL	[REDACTED]	[REDACTED]
Next From: 07/06/2015	Next Through: 07/19/2015	Next Due Date: 07/10/2015					
Final From: 12/07/2015	Final Through: 12/20/2015	Final Due Date: 12/11/2015					
							Freq: Bi-Weekly
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL	[REDACTED]	[REDACTED]
Next From: 07/06/2015	Next Through: 07/19/2015	Next Due Date: 07/10/2015					
Final From: 12/07/2015	Final Through: 12/20/2015	Final Due Date: 12/11/2015					
							Freq: Bi-Weekly
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL SUPPLEMENTAL	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL	[REDACTED]	[REDACTED]
Next From: 07/06/2015	Next Through: 07/19/2015	Next Due Date: 07/10/2015					
Final From: 12/07/2015	Final Through: 12/20/2015	Final Due Date: 12/11/2015					
							Freq: Bi-Weekly
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL SUPPLEMENTAL	[REDACTED]	[REDACTED]
Next From: 07/06/2015	Next Through: 07/19/2015	Next Due Date: 07/10/2015					
Final From: 12/07/2015	Final Through: 12/20/2015	Final Due Date: 12/11/2015					
							Freq: Bi-Weekly
[REDACTED]	[REDACTED]	[REDACTED]	07/06/2015	07/19/2015	PERMANENT TOTAL	[REDACTED]	[REDACTED]
Next From: 07/06/2015	Next Through: 07/19/2015	Next Due Date: 07/10/2015					
Final From: 12/21/2015	Final Through: 01/03/2016	Final Due Date: 12/25/2015					
							Freq: Bi-Weekly
Examiner Desc Total:							[REDACTED]

Attachment

9

Payment Total

Processed	Check Date	Check Num	Claim Number	Claimant	Incident	Transaction Type	Payee	Payee Tax ID	Examiner	Amount	Alt. Payee?
Policy Number: AUTOMOBILE LIAB SI											
Insured : 9338 - Miami-Dade County - Auto Liability											
Policy Number Total: 2										2	
Policy Number: GENERAL LIABILITY SI											
Insured : 9338 - Miami-Dade County - General Liability											
Policy Number Total: 16										16	
Policy Number: METROBUS LIABILITY											
Insured : 9338 - Miami-Dade County - Auto Liability											
Policy Number Total: 2										2	
Policy Number: MTA AUTO LIABILITY											
Insured : 9338 - Miami-Dade County - Auto Liability											
Policy Number Total: 1										1	
Policy Number: POLICE PROF LIAB SI											
Insured : 9338 - Miami-Dade County - Police Liability											
Policy Number Total: 2										2	
Policy Number: WASAD AUTO LIAB SI											
Insured : 9338 - Miami-Dade County - Auto Liability											
Policy Number Total: 2										2	
Policy Number: WORK COMP - SI											
Insured : 9338 - Miami-Dade County - Workers Compensation											
Policy Number Total: 197										197	
Grand Total: 222										222	

Check Register

Check Number	Check Date	Payment Type	Claim Number	Claimant Name	Employee #	Payee	Payment Run	Check Amount
2283530	07/14/2015	EXPENSE					1938	
2283531	07/14/2015	Medical Field Case					1938	
2283532	07/14/2015	EXPENSE					1938	
2283533	07/14/2015	EXPENSE					1938	
2283534	07/14/2015	PD					1938	
2283535	07/14/2015	EXPENSE					1938	
2283536	07/14/2015	EXPENSE					1938	
2283537	07/14/2015	EXPENSE					1938	
2283538	07/14/2015	EXPENSE					1938	
2283539	07/14/2015	EXPENSE					1938	
2283540	07/14/2015	PD					1938	
2283541	07/14/2015	Miscellaneous-non-					1938	
2283542	07/14/2015	Miscellaneous-non-					1938	
2283543	07/14/2015	Miscellaneous-non-					1938	
2283544	07/14/2015	Miscellaneous-non-					1938	
2283545	07/14/2015	Miscellaneous-non-					1938	
2283546	07/14/2015	Miscellaneous-non-					1938	
2283547	07/14/2015	Miscellaneous-non-					1938	
2283548	07/14/2015	Miscellaneous-non-					1938	
2283549	07/14/2015	Miscellaneous-non-					1938	
2283550	07/14/2015	PD					1938	
2283551	07/14/2015	EXPENSE					1938	
2283552	07/14/2015	Transportation/Mileage					1938	
2283553	07/14/2015	EXPENSE					1938	
2283554	07/14/2015	INTEREST PYMTS					1938	
2283555	07/14/2015	TEMPORARY PARTIAL					1938	
2283556	07/14/2015	TEMPORARY PARTIAL					1938	
2283557	07/14/2015	TEMPORARY PARTIAL					1938	
2283558	07/14/2015	TEMPORARY TOTAL					1938	
2283559	07/14/2015	TEMPORARY TOTAL					1938	
2283560	07/14/2015	IMPAIRMENT BENEFITS					1938	

DWC Claims EDI Data Warehouse (Production)

Current Sort:
Div. Received +
Date/Time Processed

Search Results (matching filings)

Display Sorted
List Starting With

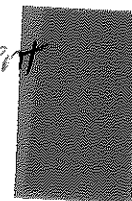
Partner ID	Employee Name	SSN/DAN (Alt ID)	Accident Date	Claim Admin Claim #	JCN	Div. Received	Filing	TR/TA	D
000000176	[REDACTED]	***-**-****	[REDACTED]	[REDACTED]	[REDACTED]	10/01/2013	00/IP (SROI ONLY)	TA	
000000176	[REDACTED]	***-**-****	[REDACTED]	[REDACTED]	[REDACTED]	03/03/2014	00/IP (SROI ONLY)	TA	
000000176	[REDACTED]	***-**-****	[REDACTED]	[REDACTED]	[REDACTED]	10/06/2014	00/IP (SROI ONLY)	TA	

3 Records

Page 1 of 1

Click on an Employee Name hyperlink above to view details of the filing transactions

Attachment
10



**MIAMI-DADE COUNTY TECHNOLOGY
MODEL**

Attachment C

Miami-Dade County Information Technology Department Technology Model

Distributed Operating Systems	➤ Windows 2008 Enterprise Edition ➤ AIX 6.1 or Higher ➤ Red Hat Linux As 6 Or Greater ➤ VMware ➤ OSX
Mainframe OS and OLTP	➤ Z/OS 1.13- upgrading to 2.20 in July 2016 ➤ Z/VM Release 6.3 ➤ Z/Linux Red Hat 6.5 or greater ➤ CICS V5.1.0
Database	➤ Oracle Enterprise Edition Release 11.2.0.3 RAC Certified Systems (Enterprise Solution) ➤ AIX Oracle Non-RAC 11.2.0.2 ➤ MS SQL 2012 and higher Enterprise 64 bit ➤ Oracle MySQL for Wordpress and PHP solutions ➤ Oracle Data Warehouse
Hardware	➤ IBM Z Series mainframe (2 IBM 2098-E10/P03) – 7 LPARS – 2 VM partitions virtualizing Z/Linux Servers ➤ HP model servers with Integrated Lights Out (ILO) ➤ HP blade server with VIO option ➤ HP blade servers with CITRIX XenServer for XenApp virtualization ➤ HP blade servers with CITRIX Xen Server for XenDesktop virtualization ➤ Intel servers with VMWare virtualization software ➤ HP Proliant dual core servers ➤ IBM pSeries servers (model 9119-FHB known as a p795) and IVR 9131-52A known as p520Workstations - preferred manufacturer (Dell) ➤ Thin Client Workstations – WYSE C10LE ➤ Mobile Devices – Blackberries, iPhone, iPad, Android
Network	➤ Fiber channel (BROCADE Fiber switches – Fe1, Fe2, Fe4, Fe40) ➤ TCP/IP Communications Protocol ➤ Network Switches ➤ Telephone Switches ➤ Telephone Equipment ➤ DSL ➤ FiCon ➤ SolarWinds ➤ EdgeSight monitoring ➤ Remote locations connected to central County location with varying speeds from ADSL 256kbps to 1gbps for core sites ➤ Microsoft DNS ➤ Citrix SSL VPN ➤ Citrix Access Gateway
Storage	➤ Mainframe Storage – IBM DS8870 ➤ Tier 1 SAN storage – IBM DS 8100, DS8300 ➤ Tier 2 SAN Storage – HP HSV SANS with Fiber Channel ➤ Tier 3 SAN Storage – HP HSV SANS with FATA high density low performance disk ➤ Mainframe Tape Storage – SUN/STK SL8500 – 9940B and T10000D Tape Drives ➤ Tier 1 Tape Storage – SUN/STK SL8500 – 9940B Tape Drives

Attachment C

	➤ Tier 2 Tape Storage – SUN/STK SL500 – LT02, LT04
Storage Management	➤ Veritas NetBackup 6.0 for all distributed systems backups ➤ Veritas Cluster Series ➤ Veritas Global Clusters ➤ Veritas Global Replicate ➤ Veritas Volume Manager ➤ IBM PowerHA SystemMirror for AIX V7 or greater ➤ IBM Global Parallel Filesystem GPFS V3.5 or Greater ➤ IBM-HSM for mainframe backup and recovery ➤ Innovation FDR for mainframe backup and recovery ➤ CA/Disk for mainframe backup and recovery
Security	➤ RACF (mainframe security) ➤ Trend Anti-Virus for servers
Distributed Application Development	➤ ASP.NET ➤ Visual Studio 2008 (VB & C#) ➤ Rational Application Developer ➤ Rational App Scan ➤ .Net Framework 1.1, 2.0, 3.0, & 3.5 ➤ J2EE JDK 1.4 ➤ Objective-C for iOS SDK ➤ PHP5
Applications Desktop & Enterprise	➤ Microsoft Outlook 2010 or higher ➤ Microsoft Internet Explorer 9+ ➤ MS Office 2010 or higher ➤ Citrix (Thin Client Access – Citrix Metaframe)
Enterprise Applications	➤ PeopleSoft ERP using WebLogic and Tuxedo ➤ ESRI software products for GIS (ArcGIS for Server, ArcGIS for Desktop, ArcGIS Online, ESRI Maps for Office and ESRI Maps for IBM Cognos) ➤ Infor Asset Management ➤ Microsoft Exchange 2010 ➤ Documentum Electronic Document Management System ➤ EnergyCAP Utility Billing ➤ AssetWorks Fleet Maintenance
Middleware	➤ IBM MQ Message Broker and Workflow ➤ WebSphere Application Server 6.1 ➤ IIS 7.5 ➤ Microsoft Office SharePoint Server 2010 ➤ WebSphere Portal Server ➤ Shadow z/Services for CICS
Systems and Asset Management	➤ HP Insight Manager/SIM (for HP hardware management) ➤ HP Continuous Access Replicator ➤ MS SCOM, MS SCCM ➤ Enterprise Network & System Management ○ IBM Tivoli Monitoring ○ IBM Tivoli Network Manager ○ IBM Tivoli Netcool Omnibus ○ IBM Tivoli Composite Application Manager for Transactions ○ IBM Tivoli Composite Application Manager for SOA ○ IBM Tivoli Composite Application Manager for WAS ○ Tivoli Application Dependency Discovery Manager ○ IBM Tivoli Change and Configuration Management Database (Maximo)

Attachment C

	➤ Scheduling Software Tivoli Workload Scheduler (OPC) – all platforms
Data and Information Management	➤ SQL Reporting Services ➤ IBM Content Manager OnDemand Online Reporting ➤ CA/Dispatch Online Report bundling/printing/viewing ➤ IBM Cognos BI 10.x on Z/Linux for Business Analytics ➤ MetaManager
User Identification and Authentication	➤ Active Directory 2012 ➤ Tivoli Identity Manager ➤ RACF for Z/OS

Attachment C

Miami-Dade County Information Technology Department Technology Model – Database Systems

Background:

ITD provides Database services for applications on five distinct DBMS platforms, of which only 2 are approved for new system development or implementation of new vendor packages.

- The CA-IDMS mainframe based DBMS running under MVS is available only for maintenance and minor enhancements of existing legacy applications.
- The IBM DB2 mainframe based system is a turnkey database used exclusively for On-Demand report management on the mainframe and further development is not allowed.
- The IBM UDB distributed database on the AIX platform is used exclusively as a turnkey DBMS in direct support of specific IBM products that do not support our standard new systems RDBMS platforms. No development is allowed on this RDBMS platform.
- For new system development or implementation of vendor packages the two DBMS platforms are MSSQL and Oracle. An architectural review would be needed to determine the best DBMS platform for any given application. Factors used to determine the best DBMS platform include, but are not limited to, number of users, data type, total database size, transaction counts, DR, COOP, HA and multi-site co-processing requirements, integration(s) with other systems, internet vs. intranet usage, mainframe legacy interface, and reusability of existing enterprise components.
 - The MSSQL DBMS runs on the Windows 64 bit platform.
 - The Oracle RAC RDBMS system on the Redhat Linux; non-RAC Oracle DBMS runs on AIX platform. Application databases that are CPU and/or I/O intensive are best suited for the AIX Oracle platform.
 - Oracle Data Warehouse runs in a dedicated Exadata environment.

Attachment C

ITD Infrastructure Current Technology Model Database Systems

Current Release Levels by Product:

IDMS	IDMS Release 19.0 running on IBM ZOS release 1.11 moving to 1.13
DB2	DB2 Release 10 running on IBM ZOS release 1.11 moving to 1.13
UDB	UDB Release 9 to 10 running on AIX release 5.3 moving to 6.0
MSSQL	Enterprise 64 bit running on Windows 64 bit HP Servers
Oracle	Oracle Enterprise Edition Release 11.2.0.3 RAC Certified Systems running on Linux Redhat release AS 6 or higher on HP servers or AIX release 6.1 Oracle Edition Release 11.2.0.4– Partitioning is not available.

Current Infrastructure Configuration:

For purposes of this document the IDMS DB2 and UDB infrastructure configurations will not be described since new development or new systems installations are not authorized on these platforms.

MSSQL

The current County-wide shared platform consists of:

- The Production and Test environments consist of clustered servers each consisting of 2 HP servers with 2 multi-core processors running Windows 64 bit and MSSQL 64 bit.
- Planned implementation of a mini-warehouse cluster consisting of 2 HP servers with 2 dual core processors running Windows 32 bit and MSSQL 32 bit. This platform will also support legacy link services between MSSQL to Oracle. Due to the inherent stability issues of this type of link service, current legacy systems requiring this service are located in this infrastructure with lower than 95% availability expectations.
- Planned implementation of a small Disaster Recovery Stand-by cluster to be located at the ICFB consisting of 2 HP servers with multi-core processors running Windows 64 bit and MSSQL 64 bit.

Attachment C

Current Infrastructure Configuration (cont.):

Oracle

The current County-wide shared platform consists of:

- Multiple Production Two-Node Oracle RACs consisting of multiple HP 2 dual core servers running Redhat Linux for DBMS systems that fully conform to County standards of operation.
- One Test Two-Node Oracle RAC consisting of multiple HP 2 dual core servers running Redhat Linux.
- One planned Production Standby and Co-processing Multi-Node RAC consisting of multiple HP 2 dual core servers running Redhat Linux located at ICFB for DBMS systems that require either standby Disaster Recovery operations or require full 24x7 co-processing systems.
- Two Production and Two Test AIX LPARs with mutual failover for DBMS systems that fully conform to County standards of operation.

Within the County-wide Oracle platform customers may select service levels as follows:

- Standard availability 7 a.m. to 7 p.m. Monday to Friday – Non Mirrored Storage
- Standard availability 7 a.m. to 7 p.m. Monday to Friday – Mirrored Storage
- 24 x 7 availability - Non Mirrored Storage
- 24 x 7 availability – Mirrored Storage
- 24 x 7 availability – Mirrored Storage – with offsite standby databases
- 24 x 7 availability – Mirrored Storage – with two site co-processing databases

The County also maintains application specific infrastructures in the AIX and SUN Solaris environment for specialized use systems such as GIS, EDMS, ERP and the like.

Attachment C

ITD Infrastructure Current Technology Model Database Systems

Restrictions of Use:

The following general restrictions of use apply to all platforms.

- Access to Production is locked down for access by pre-programmed application sets only.
- Application systems or users are not authorized the use of system administrator or database owner privileges in the production or test environments. Database or Schema Owner privileges are allowed in the test environments when requested.
- Users connecting to the database through the applications must do so with a unique userid known to the DBMS system. The application must encrypt the password in such a way that the particular user id cannot be used for logon through some other third party tool using an ODBC connection such as Toad or MS Access.
- Applications requiring data auditing must include auditing within the application.
- Databases or portions thereof may not be transported offsite or copied to test systems without the expressed authorization of the ITD Security Administrator.
- The database infrastructure is dedicated exclusively to managing requests for data contained in the database. Application program sets are not authorized execution in DBMS specific infrastructure. Limited availability of an application specific FTP area will be considered when no other option is available.
- All systems are subject to review and possible denial of service of high resource using SQL statements that impact other users or applications. The database support staff is available to assist application developers in pinpointing problem areas and suggesting possible improvements or design changes to alleviate these high resource SQL queries.
- Any application whether vendor supplied or developed by County staff must provide certification of use on new vendor releases or patches no more than 90 days after the DBMS provider announced General Availability Date. Any DBMS vendor security patch must be immediately certified for use by the application and will be applied as soon as is feasible upon DBMS vendor release.
- The County will not provide support to any database that is not on the current supported release level of the DBMS vendor.
- Storage for databases are provided exclusively through SANs (Storage Array Systems) provided by both HP and IBM devices.
- Images and text documents are not authorized for storage in a database.
- Changes to Production must follow currently published ITD Change Management procedures.
- For the convenience of our customers and for planning purposes a service lead time table is provided for the typical requests for service at <http://database>
- See Database Security Policies for further usage restrictions.

Attachment C

ITD Infrastructure Current Technology Model Database Systems

Restrictions of Use (cont.):

MSSQL

- Previously known as DTS processing now under the name of SSIS (SQL Server Integrated Services) is not a clustered application. Therefore availability of this service is not guaranteed.
- Mirrored storage is not provided in the MSSQL infrastructure.
- Applications requiring data encryption must include encryption modules within the application.
- Link services between SQL to Oracle are not provided – (however Oracle to SQL link services are provided).
- SQL Report services are not supported as an operational component within the County-wide SQL database infrastructure.

Oracle

- All Systems targeted for the RAC must be RAC Compliant at the current release level supported by the County infrastructure.
- Only Oracle features available from the Oracle Enterprise Edition are available for use. The Oracle Key Features Summary (below) outlines those features that are currently supported.
- Standby and co-processing databases are limited to like infrastructures for the master and standby systems or the co-processing infrastructure.

Oracle Key Feature Summary	<u>Enterprise Edition</u>
Windows	Not Supported
Linux	Supported
Unix AIX	Supported
64 Bit Support	Supported
Total Recall	\$Option
Active Data Guard	\$Option
Fail Safe	Supported
Flashback Query	Not supported
Flashback Table, Database and Transaction Query	Not supported
Oracle Secure Backup	Not supported
Server Managed Backup and Recovery	Supported
Real Application Clusters	Supported
Integrated Clusterware	Not supported
Automatic Workload Management	Not supported
Java, PL/SQL Native Compilation	Supported
Oracle Database Vault	\$Option
Oracle Audit Vault	Not supported
Oracle Advanced Security	\$Option
Oracle Label Security	\$Option
Secure Application Roles	Supported
Virtual Private Database	Supported
Fine-Grained Auditing	Supported
Proxy Authentication	Supported

Attachment C

Oracle Key Feature Summary	<u>Enterprise Edition</u>
Data Encryption Toolkit	Supported
Oracle SQL Developer	Supported
Application Express	Not supported
Java Support	Supported
Comprehensive XML Support	Not supported
PL/SQL and Java Server Pages	Supported
Comprehensive Microsoft .Net Support, OLE DB, ODBC	Supported
Real Application Testing	\$Option
Enterprise Manager	Supported
Automatic Memory Management	Supported
Automatic Storage Management	Supported
Automatic Undo Management	Supported
Advanced Compression	\$Option
OLAP	\$Option
Partitioning	\$Option
Data Mining	\$Option
Transportable Tablespaces, Including Cross-Platform	Not supported
Star Query Optimization	Supported
Information Lifecycle Management	Not supported
Summary Management - Materialized View	Not supported
Query Rewrite	
Oracle Warehouse Builder	\$Option
Oracle Streams	Supported
Advanced Queuing	Supported
Workflow	Not supported
Distributed Queries/Transactions	Supported
XML DB	Not Supported
Multimedia	Not supported
Text	Not supported
Locator	Not supported
Spatial	\$Option
Secure Enterprise Search	Not supported
Oracle Content Database	\$Option

* Supported = Currently supported by the County

* Not Supported = Currently not supported by the County - Additional Funding may be required for Support Staff.

* \$Option = Currently not supported by the County - Additional Funding for Licenses and Support Staff Required

Attachment C

Miami-Dade County Information Technology Department Hosting Requirements

ITD will provide Enterprise Hosting Facilities and Technical Support to the Customer for monitoring and maintaining operations of infrastructure environments to include Application support.

Concept of Operations

- Refer to *Technology Model* document for supported hardware/software components.
- Changes to the Production environment shall be introduced through the change management procedures as described by the section *Change Management Process* in this document.
- The Customer's Test and Staging Environments will be hosted and supported by ITD; notification of downtime will be provided with as much advance notice as possible.
- All user-ids must be unique and created using the Miami-Dade County Central Registration System (CRS).
- Requested modifications in a shared environment may be restricted during prime time given their potential requirement for large system resources to execute. Changes of this nature will be scheduled at a time mutually agreed upon.
- Applications to be deployed to the Websphere Application Server (WAS) environment must be packaged for deployment using the Websphere Deployment Manager. For preparation of applications to be deployed on WebSphere Application Server see:
http://publib.boulder.ibm.com/infocenter/wasinfo/v6r0/index.jsp?topic=/com.ibm.websphere.expr ess.doc/info/exp/ae/tatk_create_ear.html
- ITD does not offer any type of remote shell access under any circumstances, including TELNET, Secure Shell Protocol (SSH), Secure File Transfer Protocol (SFTP) or Secure Copy Protocol (SCP).
- ITD is restricted from implementing changes during periods of "moratoriums" such as during countywide Elections and Tax Collection season. These moratorium periods are well established ahead of time and enforced through the *Change Management Process*.
- Vendors and contractors will be made aware of previously established production on-call procedures and will be asked to comply with them.
- Vendors must provide minimum hardware requirements.
- Vendors must provide recommended architecture.
- Vendors must have in-house staff with knowledge on technologies listed on the *Technology Model* document for system set-up and support.
- For vendor owned equipment housed in County facility (co-located) where the vendor supports and maintains the equipment while the County provides electricity, air conditioning and may swap out tape trays for backups:
 - For Intel-based equipment
 - Equipment must be rack mountable.

Attachment C

- County can provide virtualized servers within the shared services infrastructure based on vendor supplied configurations.
- For non Intel-based equipment
 - An environmental analysis will need to be conducted before the County can determine if space and the associated environmental requirements are available.
- GSA (General Services Administration) will provision electricity at an associated cost.
- All the currently billable costs for network connectivity to Metronet still apply.
- County does not endorse equipment that requires stand-alone tape backup trays and prefers that the vendor solution can be integrated within the existing Veritas NetBackup shared infrastructure.

UNIX/Linux Environment

- Administrator and UNIX/Linux root privileges are limited to ITD Technical Support staff.
- rootvg volume group will not be used to house any databases or any non-operating system data. Databases, application data and logs will be stored in file systems created outside of rootvg.
- Installation of software that needs to be installed as root needs to be performed by or in conjunction with ITD Technical staff.
- Application software is prohibited to run as root.
- O/S rootvg will be mirrored between 2 different physical disks.
- Applications must supply Startup and Shutdown scripts for both normal Startup/Shutdown and Emergency Shutdown.
- All connectivity to servers is accomplished through SSH. The following protocols are disabled: Telnet, rsh and rcp.

Database Management

- Access to the Production database environment with DBA/SA privileges is limited to the ITD authorized database support.
- It is the responsibility of ITD DBA staff to migrate new database objects to the production database (at times deemed appropriate).
- The application must encrypt the password in such a way that the particular user-id cannot be used for logon through some other third party tool using an Open Database Connectivity (ODBC) connection such as TOAD or Microsoft (MS) Access.
- Databases or portions thereof may not be transported offsite or copied to Test systems without the expressed authorization of the ITD Security Administrator.

Disaster Recovery

- Unless special provisions are made in advance for the implementation of Disaster Recovery/Business Continuity measures, Customer understands that recovery of IT hardware or data assets from this facility may not be possible. If recovery at ITD is possible, it will be on a best effort basis.

Security Requirements

- Operating system security patches are applied as soon as they are made available through an automated process. Custom patching windows can be created to accommodate availability needs.

Attachment C

- All systems will undergo initial application and host vulnerability scans, prior to being placed into production. High severity applications and systems vulnerability issues identified must be corrected prior to the system being placed into production. The County utilizes multiple vulnerability scanning products including but not limited to Qualys, WebInspect, Rational AppScan and MetaSploit.
- Regularly scheduled periodic rescans will be performed on the system and any deficiencies or vulnerabilities identified must be immediately remediated.
- Application vulnerability rescans must be requested of all new or updated application code prior to release to production. All critical vulnerabilities must be remediated before the application code will be authorized to be migrated to the production environment.

Software Release Levels Supported

- All vendor-supplied software supported by ITD must have an active vendor maintenance agreement and must be kept up to current release levels. Operating system security patches are applied as soon as they are made available

Software License Renewal

- ITD will manage all infrastructure licensing and maintenance contracts. Versions of software which are not supported by the vendors will not be supported by ITD.

Application Test/Staging Environment

- All systems must have at least a Production and Test environment.
 - A Staging environment is recommended when multiple versions of system software and applications are required.
 - A separate reporting, batch or Staging environment can be established where there is a need and the budget allows it.
- Production and Test server-side software installation and upgrades will be performed by ITD staff and will follow ITD's *Change Management Process*
 - Maintenance services will include correction of any defect affecting any of the components of the infrastructure. Resolutions of problems may be delivered in the form of a patch, maintenance update, procedural work around or installation of a new release. Some corrections may be required to be implemented immediately. In those instances, the *Change Management Process* may be expedited. Changes or patches dealing with Security vulnerabilities are expedited and must be treated as very high priority.
- Support services for the Test/Staging environments are available through ITD with on-site support between the hours of 8 am and 5 pm Monday through Friday, excluding County Holidays, unless coordinated in advance. The Application Test database environment is available with support from the on call staff from 7 am to 7 pm, Monday through Friday, excluding County Holidays, unless coordinated in advance. The Test databases are restricted environments; schemas passwords are not published. The Staging database is not restricted; schema passwords are published.

Preventative Maintenance and System Upgrades

- The lengths of outages for non-routine maintenance are determined by the requirements of the maintenance procedure. Each outage will be planned and discussed at the weekly Hardware/Software Meeting held every Wednesday morning at 9 a.m. in the ITD Command Center Conference Room.

Attachment C

- All requests for software or hardware upgrades will be addressed in the Hardware/Software Meeting and must include a detailed plan.

Change Management Process

All requests to modify the Production and Test environments, such as for new Application releases and patches will require a *Change Management Request* form to be submitted using the system of record at the time which includes a description and schedule of the change, outage period, areas impacted, back out plan and on call personnel.

Security

- Vendors will be required to:
 - Provide the ability for each user to be uniquely identified by ID.
 - Provide basic authentication through use of passwords.
 - Provide the ability to enforce password expiration.
 - Provide the ability to require automatic password expirations when initially assigned or reset.
 - Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
 - Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
 - Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.
 - Provide a password database encrypted in storage.
 - Provide ability to protect audit logs from unauthorized access.
 - Provide ability to log activities performed by specific user ID and IP address and to date-time stamp all activities.
 - Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
 - Provide ability to limit concurrent sessions.
 - Provide ability to log changes to administrative functions.
 - Provide ability to automatically archive audit logs.
 - Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
 - Provide ability to send alerts to administrators for unauthorized access attempts.
 - Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
 - Provide ability to lock out user or group ID by date or time.
 - Provide centralized administration, user authorization, registration and termination.
 - Data that is protected through encryption is an individual's Personally Identifiable Information (PII). Items that may be considered PII include, but are not limited to, a person's:
 - Full name (if not common)
 - Social Security Number or National identification number
 - Telephone number
 - Street address
 - E-mail address
 - IP address (in some cases)
 - Vehicle license plate number
 - Driver's license number
 - Face, fingerprints, or handwriting
 - Credit card numbers or credit card account information (billing address, account name, expiration date etc.)
 - Bank Account Routing (RTN) and Account numbers
 - Digital identity
 - All applications should access data from ITD ArcSDE servers, and only specific datasets should be stored locally. A process should be implemented if data needs to be refreshed.

Attachment C

- Jobs should be tested thoroughly in the development environment before a change management request is submitted to move job/job related components to the production batch processing servers.
- All changes to batch processing jobs in the production environment should be requested via change management procedures and should be implemented by the assigned staff.

ADDENDUM NO. 4

DATE: September 1, 2015

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: Comprehensive Claims Management System (CMS) for Workers
Compensation and Liability with Associated Claims Services
RFP No. 00160

New Proposals Due Date: September 21, 2015

This addendum becomes a part of the subject Request for Proposals (RFP).

- 1) The Proposal Due Date has been extended to September 21, 2015 – the time is as required on Bidsync.
- 2) The following document is attached as part of this Addendum:
Attachment A: Questions submitted by prospective proposers with County Responses. There are no additional question to be answered.

All other information remains the same.

Miami-Dade County

Andrew Zawoyski

Andrew Zawoyski, CPPO
Chief Negotiator

cc: Clerk of the Board
Ed Gonzalez, Assistant County Attorney



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Attachment A to Addendum No. 4

RFP No. 00160

SOFTWARE AS A SERVICE FOR COMPREHENSIVE CLAIMS MANAGEMENT SYSTEM (CMS) AND ASSOCIATED CLAIMS SERVICES

1. Is utilization review currently used on your program, since UR is allowed but not required in Florida?

The County currently does not have utilization review in place.

2. If UR is used, who is providing the UR for your program today?

N/A

3. Are utilization review decisions systematically / electronically transmitted to your bill review service provider?

N/A

4. Please clarify intake. Would you need our intake platform or service?

The County requests that the proposer advise of its capabilities. See addendum #3 (no. 10)

5. Are you currently sending or receiving data feeds to a RMIS?

The County currently receives and transmits the following feeds:

Miami-Dade County Payroll, Healthsystems, Corvel, and the State of Florida EDI

6. Is your current iVOS system customized? Can you provide a high level overview?

The County's current iVOS system is not customized.

7. What version of iVOS are you currently running?

The County is currently running 4.4.3.23 version of iVOS.

8. What information is required on your Face Sheet?

The County desires for the Face Sheet to contain information from the DWC 1 to include AWW, Comp Rate, MMI date, rating, and permanent work restrictions, if any.

9. Are you self-insured? If not, what carriers do you use?

Miami-Dade County is self-insured and self-administered.





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High Level Diagram

10. In the diagram you provided, there is mention of 311 Intake (WC only). Can you explain what the feed involves?

The 311 Intake (WC only) has the required fields needed for the First Report of Injury (DWC 1).

11. In the diagram you provided, there is mention of Liability Intake (AO Telephone Reporting). Can you explain what this feed involves? Where you indicate in the diagram that users enter claims data from browser based application, will you be using Sedgwick's intake platform or service? Where you indicate ETL (Fire NFIR), do you currently get a feed from this system? Can you explain what this feeds involves? In the diagram you provided, it looks as if there is an outbound Payroll (AWW Statement) feed in place. Can you explain what this feed involves?

The County will provide this information to the Selected Proposer. The County requests that the proposer advise of its capabilities.

12. In the diagram provided, you indicated "Distribution Processes." Can you explain what this process involves?

The "Distribution Processes" are the notifications such as emails or reports sent to different parties involved in the review and the handling of the claims.

13. Does the proposer need to be a licensed TPA in Florida? Or, is an EDI compliant CMS system in Florida sufficient?

The proposer's CMS system must be EDI compliant in Florida.

14. Are all bills sent as hard copies and scanned by MBR vendor or are some bills electronically sent to the MBR vendor? If it is a combination, please provide percentages of hard copy bills and electronically transmitted.

All medical bills are sent to Corvel hard copy.

15. Are you currently scanning into iVOS or something else?

Documents, as needed, are scanned into iVOS.

