Memorandum

MIAMI-DADE COUNTY

Date: July 16, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava Daniella Levine Cava
Mayor

Agenda Item No. 8(P)(7)

Resolution No. R-710-25

Subject: Recommendation to Award a Contract for Employee Group Legal Services

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Summary
This item is for the purchase of Employee Group Legal Services for the People and Internal Operations Department (PIOD). The contract provides for a voluntary, employee-funded group legal services program for Miami-Dade County (County) eligible employees and employees' dependents. Approval of this contract will allow the County to continue to offer this program to employees, Board of County Commissioners (Board), and participating municipalities.

Recommendation
It is recommended that the Board approve a competitive contract award, *Contract No. EVN0003513, Employee Group Legal Services*, to ARAG Insurance Company (ARAG) in an amount estimated to be $18,400,000 for a five-year term, with one, two-year option to renew for PIOD. This contract will replace *RFP-00564*, approved by the Board on October 2, 2018, via Resolution No. R-989-18.

This contract provides for a voluntary, employee-funded group legal services program. The program provides a pre-paid legal insurance benefits plan to access in-network and non-network attorneys. For in-network attorneys, the full cost of the attorney fees for covered services is paid by the plan. For non-network attorneys, the participant will be reimbursed for the attorney fees for covered services up to established amounts. The plan benefits include professional legal assistance with wills and estate planning, real estate matters, bankruptcy, financial education and counselling, identity theft, and legal document preparation, among other services. The plan provides the services through telephone advice and office consultations. The plan cannot be used by its members for actions or disputes against their employer, the plan underwriter, or any party when coverage is prohibited by law, or for matters arising out of the employee's employment.

Background
A Request for Proposals (RFP) was issued under full and open competition on November 25, 2024. On the closing date of January 16, 2025, the County received four proposals, including one from a local firm. Upon review of the proposals, staff identified a potential responsiveness issue for one of the Proposers and on January 22, 2025, requested a legal review of the proposal. On March 6, 2025, the County Attorney's Office (CAO) opined that the proposal was non-responsive, as it was not a complete proposal that could be evaluated and scored. The evaluation meeting was conducted on April 29, 2025, and negotiations were held in May 2025. A copy of the Coordinator's Report is attached.

Negotiations were held with the highest-ranked proposer, ARAG, and yielded the following improvements and enhancements with reduced guaranteed employee rates for the term of the contract and renewal:

1. Enhanced Services for Parents and Grandparents
   A. Document Review and Preparation, Wills
   B. Durable Power of Attorney
   C. Miscellaneous Legal Services (replacing Annual Legal Check-Up) of up to 4 hours per year

2. Reproductive Assistance Endorsements

A. Pre-Birth/Post-Birth Parentage Order
B. Egg/Sperm/Embryo Donation Agreement
C. Surrogacy Agreement

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is estimated to be $13,100,000. Should the County choose to exercise, at its sole discretion, the one, two-year option to renew, the estimated cumulative value will be $18,400,000. The current contract estimated value was $15,400,000 for a seven-year term and expires on December 31, 2025. The estimated value of the proposed contract is higher than the estimated value of the previous contract primarily due to increased employee participation. The actual value of the contract will depend on the number of employees that choose to participate in the program.

Department	Allocation	Funding Source	Contract Manager
PIOD	$18,400,000	Employee Funded	Michael Naftaniel
Total	**$18,400,000**		

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

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

Vendor Recommended for Award

The highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local, which complies with Resolution No. R-477-18.

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
ARAG Insurance Company	500 Grand Avenue, Suite 100 Des Moines, IA	None	0 0%	David Murray

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

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Metropolitan Life Insurance Company	No	Evaluation Scores/Ranking
Pre-Paid Legal Services Inc. of Florida	No	Evaluation Scores/Ranking
Good Shepherd Multiservices	Yes	Deemed non-responsive by the CAO (opinion attached)

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft scope of services for industry comment, and holding meetings and drafting sessions with the user department. The scope was updated to reflect current needs by removing obsolete language/services and adding relevant ones.

Pursuant to Resolution No. R-252-25, this type of employee benefits contract is not a good candidate for piggybacking opportunities, as proposals for employee benefits are requested through a best value procurement process for the County plan design.

Applicability of Ordinances and Contract Measures

- The User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment

Carladenise Edwards
Chief Administrative Officer

Memorandum

Date: May 2, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Princess Brown *Princess Brown*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0003513 – Employee Group Legal Services

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The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on November 25, 2024, on behalf of the People and Internal Operations Department (PIOD), to obtain proposals from qualified firms to provide Employee Group Legal Services. The County anticipates awarding a contract for five (5) Plan Years, with one (1), two-year option to renew.

On January 16, 2025, four proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:
April 11 and 14, 2025 (Kick-off)
April 29, 2025 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:
A Small Business Enterprise selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirement and responsiveness:
The solicitation had a minimum qualification requirement which was reviewed by the Selection Committee Coordinator and the County's benefits consultant, Gallagher Benefits Consultant, Inc. (Gallagher). Both proposers met the requirement.

All four proposals received ARAG Insurance Company (ARAG), Good Shepherd Multiservices (Good Shepherd), MetLife Legal Plans, Inc. (MetLife), and Pre-Paid Legal Services, Inc. of Florida (PPLSI) were forwarded to the County Attorney's Office (CAO) for review. ARAG, MetLife, and PPLSI signed the "Waiver of Confidentiality" clause in the solicitation document. However, each of the proposals included the designation "confidential and proprietary" at the bottom of their respective submissions. The proposal submitted by Good Shepherd only included the County's webforms. PPLSI did not submit the price on the County's Form 1 – Price Schedule.

The CAO deemed the proposals from ARAG, MetLife, and PPLSI responsive. The CAO stated that "while MetLife, ARAG, and PPLSI included language asserting that portions of their proposals were considered confidential, MetLife, ARAG, and PPLSI knowingly and expressly waived all claims that portions of their proposals were confidential. Therefore, MetLife, ARAG, and PPLSI's proposals are responsive irrespective of the confidentiality language included on their proposals because they waived any claim to confidential treatment by their execution of the Solicitation's Confidentiality Waiver." Additionally, while PPLSI did not submit its proposed rates on Form 1 – Price Proposal Schedule, it did submit its proposed rates for the requested services elsewhere in its proposal. By signing and submitting the proposal, PPLSI was bound to its proposal which included the price.

The CAO deemed the proposal from Good Shepherd non-responsive. The CAO stated that "Good Shepherd did not submit any other documents and information which could form the basis of the County's evaluation. The County received no information from Good Shepherd on its qualifications or experience. The County did not even receive a price proposal. Based on these facts, Good Shepherd's proposal is non-responsive. Good Shepherd did not submit a proposal that can be evaluated and scored."

Local Certified Veteran's Business Enterprise Preference:
Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):
Staff submitted a request to OIG and COE on February 21, 2025. A response was received from OIG on February 21, 2025, and COE on February 24, 2025, advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:
Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee members' completed Neutrality Affidavits and Resumes to OCA on April 11, 2025. OCA submitted the results of the background checks to the COE for further review of findings. A response was received from COE advising that there were no conflicts of interest.

Summary of scores:
The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The Committee decided not to hold oral presentations. The final scores are as follows:

Proposer	***Technical Score*** *(max. 4000)*	***Price Score*** *(max. 1000)*	***Total Combined Score*** *(max. 5000)*
1. ARAG Insurance Company	3840	885	4725
2. MetLife Legal Plans, Inc.	3704	930	4634
3. Pre-Paid Legal Services, Inc. of Florida	3212	870	4082

Upon review of the scores, one Committee member had a variance for one criteria that was below 33% of the average score award by all Committee members by criteria. After discussion of the variance with the Committee member, there were no changes to the scores or the ranking, the scores and variance remained the same. The Committee member stated that her score was based on the lack of information provided.

Local Preference:
Local Preference was considered, but did not affect the outcome.

Administrative Leave Eligibility:
The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification; and initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	**Employee's Department**
Luis Ibarra	Information Technology
Alexandra Ochoa	Parks, Recreation and Open Spaces

Three Committee members did not qualify for administrative leave, as the Neutrality Affidavits were submitted after the timeframe.

Deadlines for Completion of Tasks During Evaluation:
Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions,* establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	01/16/25	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	01/22/25	10	6
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	03/25/25	10	**69**
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/Resume to SPD within three business days of request	03/28/25	3*	3*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	04/11/25	NA	NA
OCA returned background checks to SPD	04/25/25	5*	**14***
COE responded to OCA findings (if OCA refers findings)	04/29/25	14	4
CAO provided opinion to SPD	03/06/25	30	4
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	04/29/25	30	1

* All numbers listed are calendar days except when marked with an asterisk are business days.
**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

SPD sending the Neutrality Affidavits took longer than anticipated due to staff oversight. However, this did not impact the timeline as the evaluation meeting could not occur until after Gallagher had completed their review of the proposals. The proposals were submitted to Gallagher on March 6, 2025 and the analysis was received on April 24, 2025.

Negotiations:
The Committee recommends that the County enter into negotiations with the highest ranked proposer, ARAG Insurance Company. The following individuals will participate in the negotiations:

Princess Brown, Procurement Contracting Officer, SPD
Raymond Hall, Director, PIOD
Melanie McLean, Assistant Director, PIOD
Michael Naftaniel, Division Director, Benefits Administration and ESS, PIOD
Victor Martinez, Section Manager, Benefits Administration, PIOD

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:
The Committee concurred to move forward with negotiations with ARAG, having concluded that the company possesses the qualifications, relevant experience, and resources needed to fulfill the service requirements specified in the solicitation. The Committee also recognized that ARAG delivered clear and

comprehensive responses to questions in the solicitation. It was also noted that ARAG's pricing was competitive. Price will be negotiated in the best interest of the County.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Attachment

Approved Namita Uppal

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2025.05.06 09:10:37 -04'00'

Namita Uppal, C.P.M. — Date
Director and Chief Procurement Officer

RFP NO. EVN0003513
Employee Group Legal Services
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Metropolitan Life	Arag Insurance Company	Pre-Paid Legal Services Inc. of Florida
Proposer's experience, qualifications, and past performance	200	1000	895	975	810
Relevant experience and qualifications of key personnel, subcontractors, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	500	477	485	407
Proposer's approach to providing the Services requested in this Solicitation	150	750	712	705	615
Member Services	200	1000	930	970	770
Quality Assurance/Utilization Management	150	750	690	705	610
Total Technical Points	**800**	**4000**	**3704**	**3840**	**3212**
Total *(Technical & Selection Factor)*	**800**	**4000**	**3704**	**3840**	**3212**
Price Points	**200**	1000	930	885	870
TOTAL POINTS	**1000**	**5000**	**4634**	**4725**	**4082**
Ranking			2	1	3

Signature:	Print Name:	Date:
Princess Brown	Princess Brown	4/29/2025
Chairperson	Print Name:	
Coleen Christie	Coleen Christie	4/29/2025
Reviewer		

5/2/2025

RFP NO. EVN0003513
Employee Group Legal Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Alexandra Ochoa

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Metropolitan Life	Arag Insurance Company	Pre-Paid Legal Services Inc. of Florida
Proposer's experience, qualifications, and past performance	200	170	190	140
Relevant experience and qualifications of key personnel, subcontractors, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	90	95	70
Proposer's approach to providing the Services requested in this Solicitation	150	140	135	120
Member Services	200	170	190	140
Quality Assurance/Utilization Management	150	135	135	105
Total Technical Points	**800**	705	745	575
Price Points	**200**	180	160	120
TOTAL POINTS	**1000**	885	905	695

RFP NO. EVN0003513
Employee Group Legal Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Mikeisha Watkins

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Metropolitan Life	Arag Insurance Company	Pre-Paid Legal Services Inc. of Florida
Proposer's experience, qualifications, and past performance	200	185	200	170
Relevant experience and qualifications of key personnel, subcontractors, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	95	100	95
Proposer's approach to providing the Services requested in this Solicitation	150	140	150	130
Member Services	200	190	200	180
Quality Assurance/Utilization Management	150	140	150	130
Total Technical Points	**800**	**750**	**800**	**705**
Price Points	**200**	**200**	**200**	**200**
TOTAL POINTS	**1000**	**950**	**1000**	**905**

5/2/2025

RFP NO. EVN0003513
Employee Group Legal Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Mariaelena Salazar

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Metropolitan Life	Arag Insurance Company	Pre-Paid Legal Services Inc. of Florida
Proposer's experience, qualifications, and past performance	200	180	200	150
Relevant experience and qualifications of key personnel, subcontractors, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	100	100	70
Proposer's approach to providing the Services requested in this Solicitation	150	150	130	100
Member Services	200	200	200	100
Quality Assurance/Utilization Management	150	150	150	100
Total Technical Points	**800**	**780**	**780**	**520**
Price Points	**200**	**180**	**170**	**200**
TOTAL POINTS	**1000**	**960**	**950**	**720**

5/2/2025

MDC011

RFP NO. EVN0003513
Employee Group Legal Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Ronald Williams

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Metropolitan Life	Arag Insurance Company	Pre-Paid Legal Services Inc. of Florida
Proposer's experience, qualifications, and past performance	200	180	190	170
Relevant experience and qualifications of key personnel, subcontractors, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	97	95	92
Proposer's approach to providing the Services requested in this Solicitation	150	142	145	135
Member Services	200	185	190	175
Quality Assurance/Utilization Management	150	135	130	135
Total Technical Points	**800**	739	750	707
Price Points	**200**	190	185	160
TOTAL POINTS	**1000**	929	935	867

RFP NO. EVN0003513
Employee Group Legal Services
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Luis Lbarra

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Metropolitan Life	Arag Insurance Company	Pre-Paid Legal Services Inc. of Florida
Proposer's experience, qualifications, and past performance	200	180	195	180
Relevant experience and qualifications of key personnel, subcontractors, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	95	95	80
Proposer's approach to providing the Services requested in this Solicitation	150	140	145	130
Member Services	200	185	190	175
Quality Assurance/Utilization Management	150	130	140	140
Total Technical Points	**800**	**730**	**765**	**705**
Price Points	**200**	**180**	**170**	**190**
TOTAL POINTS	**1000**	**910**	**935**	**895**

Memorandum

Date: March 6, 2025

To: Princess Brown
Procurement Contracting Officer
Strategic Procurement Department

From: Brianna E. Donet
Assistant County Attorney
County Attorney's Office

Subject: Request for Responsiveness Determination
RFP No. EVN0003513 – Employee Group Legal Services

You have asked this office if the four proposals submitted in response to RFP No. EVN0003513 (the "Solicitation") are responsive. I rely on your memorandum dated January 22, 2025. I will address each issue you raised in your memorandum in turn.

BACKGROUND

The purpose of the Solicitation was to solicit proposals for the provision of a voluntary, employee-funded group legal services program. You advised that the estimated cost of the contract is $16,940,000.

DISCUSSION

You have advised that, although each of the proposers signed the "Waiver of Confidentiality" clause in the Solicitation, the proposals received from MetLife Legal Plans, Inc. / MetLife ("MetLife"), ARAG Insurance Company ("ARAG"), and PPLSI included the designation "confidential and proprietary" on portions of their respective submissions. However, MetLife, ARAG, and PPLSI also executed the following waiver of confidentiality and trade secrets as provided in the Submittal Form included with their bids (emphasis in original):

> **WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL** The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public. **By submitting a Proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.** In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, **by signing below**, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

While MetLife, ARAG, and PPLSI included language asserting that portions of their bids were considered confidential, MetLife, ARAG, and PPLSI knowingly and expressly waived all claims that portions of their proposals were confidential. Therefore, MetLife, ARAG, and PPLSI's bids are responsive irrespective of the confidentiality language included on their bids because they waived any claim to confidential treatment by their execution of the Solicitation's Confidentiality Waiver.

You have also advised that the proposal submitted by Good Shepherd Multiservices ("Good Shepherd") consisted only of the County's webforms. As such, Good Shepherd did not submit a complete proposal package. Good Shepherd did not submit any other documents and information which could form the basis of the County's evaluation. The County received no information from Good Shepherd on its qualifications or experience. The County did not even receive a price proposal. Based on these facts, Good Shepherd's proposal is non-responsive. Good Shepherd did not submit a proposal that can be evaluated and scored.

Finally, you have advised that PPLSI did not submit its proposed rates on Form 1 – Price Proposal Schedule. Instead, PPLSI submitted its proposed rates elsewhere in its proposal (*see* pp. 12, 41). The Solicitation required that "[t]he Proposer's proposed rates shall be submitted on this 'Form 1 – Price Proposal Schedule.'" Solicitation at p. 19. It is axiomatic that "[i]t is an offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates compliance with the solicitation and allows a meaningful review by the procuring agency." *Matter of: Orion Tech., Inc.*, B-405077, 2011 CPD P 159 2011 WL 3647315 (Comp. Gen. 2011). Thus, the relevant question for purposes of responsiveness is whether the proposal submitted by a bidder can be meaningfully reviewed notwithstanding the failure to include certain requested information. For example, if a bidder failed to complete the appropriate form but nevertheless provided the requested information elsewhere in its proposal, then that proposal is responsive and can be evaluated. While PPLSI did not submit its proposed rates on Form 1 – Price Proposal Schedule, it did submit its proposed rates for the requested services elsewhere in its proposal (*see* pp. 12, 41). By signing and submitting the proposal, PPLSI was bound to its proposal which included the price. Moreover, there is no competitive advantage for PPLSI to provide its proposed rates elsewhere in its proposal besides Form 1 – Price Proposal Schedule. Accordingly, PPLSI's proposal is responsive.

/s/ Brianna E. Donet
Brianna E. Donet

MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(7)

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_______ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved Daniella Levine Cava Mayor
Veto __________
Override __________

Agenda Item No. 8(P)(7)
7-16-25

RESOLUTION NO. R-710-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0003513 TO ARAG INSURANCE COMPANY FOR EMPLOYEE GROUP LEGAL SERVICES IN AN AMOUNT ESTIMATED TO BE $18,400,000.00 FOR A FIVE-YEAR TERM WITH ONE, TWO-YEAR OPTION TO RENEW FOR THE PEOPLE AND INTERNAL OPERATIONS DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the award of Contract No. EVN0003513, in substantially the form attached and made a part hereto, to ARAG Insurance Company for Employee Group Legal Services in an amount estimated to be $18,400,000.00 for a five-year term with one, two-year option to renew for the People and Internal Operations Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

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

Anthony Rodriguez, Chairman	**aye**		
Kionne L. McGhee, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**aye**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**absent**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. BED

Brianna E. Donet

Contract No. EVN0003513
Employee Group Legal Services

THIS AGREEMENT for the provision of employee group legal services, made and entered into as of this ______ day of _________________ by and between ARAG Insurance Company, a corporation organized and existing under the laws of the State of Iowa, having its principal office at 500 Grand Avenue, Suite 100, Des Moines, IA 50309 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Employee Group Legal Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0003513 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated January 16, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Employee Group Legal Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Article" or "Articles" means the terms and conditions delineated in this Agreement.

b) The word "Contract" or "Agreement" means collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.

c) The words "Contract Manager" means the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

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

e) The word "Days" means calendar days.

f) The word "Deliverables" means all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.

g) The word "Dependent" means the employee's spouse/domestic partner and eligible unmarried dependent children, including the children of a domestic partner.

h) The word "Employee" to mean employees and officials of Miami-Dade County and any of its constitutional offices (Clerk of Court, Sheriff, Property Appraiser, Supervisor of Elections, and Tax Collector) that has agreed to have Miami-Dade County manage certain employee benefits (including flexible spending accounts) on its behalf.

i) The words "Joint Venture" means an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

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

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

l) The words "Service" or "Services" means the provision of employee group legal services in accordance with the Scope of Services.

m) The word "Subcontractor" or “Subconsultant” means 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.

n) The word "Work" means 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) Articles 1 through 46 , 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0003513 and any associated addenda and attachments thereof, and 5) 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 terms "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 Project Manager.

e) The terms "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 Project Manager.

f) 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 the 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 Work 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 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 necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through December 31, 2030. The County, at its sole discretion, may renew this Contract for one additional two-year period. The County may extend this Contract for up to an additional 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 (the "Board").

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: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Human Resources Department
111 NW 1st Street, Suite 2110
Miami, FL 33128
Attention: Michael Naftaniel
Phone: (305) 375-1638
E-Mail: Michael.naftaniel@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

ARAG Insurance Company

Attention: Lola Ngatia
Phone: 800.888.4184
E-mail: lola.ngatia@araglegal.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 to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. 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 Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The County will remit applicable premiums to the Contractor in arrears on a bi-weekly basis after the County either deducts the employee contributions through its payroll process or receives payment from employees on an unpaid leave of absence, along with an electronic file and/or computer printout of enrolled employee's salary deductions. The Contractor shall allow a 60-day grace period for payment for current employees and provide coverage for up to 60 days after non-payment of premium for employees on an approved leave of absence. The Contractor shall allow retroactive premium adjustments and honor claims that are incurred within 120 days of termination of eligible employees who are inadvertently and incorrectly excluded from employer remittance reports. The County retains the right, at all times, to self-bill. It is the Contractors responsibility to provide the County with any discrepancies within 10 business days.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

4. Professional Liability Insurance in an amount not less than $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 Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

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

Miami-Dade County
111 NW 1st Street
Suite 2340
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 certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five 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 assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. <u>MANNER OF PERFORMANCE</u>

a) The Contractor shall provide the Work 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 Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work 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 all claims, suits, actions, damages, and costs (including attorneys' 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 always agrees that it will employ, maintain, and assign to the performance of the Work 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 Work described herein, in a competent and professional manner.

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

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, 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 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 performed or Services provided pursuant to this Agreement shall always, 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. DISPUTE RESOLUTION PROCEDURE

a) The Contractor hereby acknowledges that the 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 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 the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (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 regarding 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.

f) This Article will survive the termination or expiration of this Agreement.

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 the 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 such defense or settlement 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 Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three 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 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 within five business days of the Commission Auditor's request. 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 needs 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. However, such substitution shall not become effective until the County has approved said 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.

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected County Constitutional Officer, the Agreement shall be divided into two separate Agreements and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate agreement entered into between the Contractor and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer, or conveyance.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor causes 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, omissions, 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 Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work 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 Work to be performed. Such Work 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 Work 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 Work 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 Subcontractor 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) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.

c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting 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 Code.

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

vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.

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.

h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. <u>EVENT OF DEFAULT</u>

a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

i. the Contractor has not delivered Deliverables and/or Services 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; or

viii. the Contractor fails to comply with Article 39.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work 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 Work 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 and/or material breach 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 Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "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 Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, 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 for 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) 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 the public records laws of the State of Florida (the "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 (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its 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 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 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. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration
The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. 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**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**

- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

  The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at https://supplier.miamidade.gov.

b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a 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 obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews
Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "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, 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. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 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 of one percent (0.25%) 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 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 IPSIGs 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. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of 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 clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are “to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs”.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

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), and permit(s) 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. <u>NONDISCRIMINATION</u>

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, 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. <u>CONFLICT OF INTEREST</u>

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, Deliverables 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 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 regarding 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 Work 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 Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may 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 in Miami-Dade County.

ARTICLE 39.

Not applicable

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41 . FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42 . FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, 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 Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF 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 CSSF. 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 CSSF 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 First Source Hiring Referral Program are available at https://iapps.careersourcesfl.com/firstsource/.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the

Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (http://www.uscis.gov/e-verify)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 45. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 46. 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 date identified on the first page of this Agreement.

Contractor		Miami-Dade County	
By:	DocuSigned by: [signature] 5DCB650A312B476...	By:	for
Name:	Ann Cosimano	Name:	Daniella Levine Cava
Title:	General Counsel	Title:	Mayor
Date:	6/2/2025	Date:	
Attest:	DocuSigned by: Kari Faust DD4C98A72A984B8...	Attest:	Juan Fernandez-Barquin Clerk of the Court and Comptroller
	Corporate Secretary/Notary Public	By:	(Deputy Clerk Signature)

Corporate Seal/Notary Seal

No seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

2.1 Minimum Qualification Requirement

The Contractor shall:

a. Be licensed by the State of Florida, Office of Insurance Regulation, to provide the services referenced in Section 2.0, Scope of Services, as of the proposal due date. A copy of the license shall be included with the submittal.

Note: This is a continuing requirement throughout the contract award phase, term of the agreement, Option to Renew period, and any extensions thereof.

2.2 General Information

The County currently offers eligible employees and their dependents the following:

Plan Type	Plan Provider	Plan Payment
Fully Insured Group Legal Insurance	ARAG Insurance Company	Employees pay 100% of the cost.

- Any **full-time** regular Miami-Dade County employee is eligible for Group Legal benefits, Group Legal benefits become effective the first of the month following or coincident to 60 days of employment
- Any **part-time** employee who is scheduled to work at least 60 hours biweekly, is eligible for Group Legal benefits.; Group Legal benefits become effective the first of the month following or coincident to 60 days of employment. The part-timer must continue to satisfy the minimum number of working hours requirement to remain eligible for Group Legal benefits
- Variable Hour Employees (VHE), as defined under the Affordable Care Act, are measured for 26 pay periods to determine benefits eligibility. At the completion of the measurement period, if the total hours worked average 60 or more hours per pay period, the employee is eligible for Group Legal benefits. Group Legal benefits become effective as of the date the employee becomes eligible.

The current bi-weekly premium rates are as follows:

TIER	BI-WEELY RATES	MONTHLY RATE
Single Employee	$7.29	$15.80
Employee + 1 Dependent	$9.34	$20.24
Employee + 2 or more Dependents	$9.61	$20.82

The County employs over 29,000 individuals throughout South Florida.

2.3.1 Plan Requirements

a. State of issue for the plan must be Florida.
b. The Plan's effective date shall be **January 1, 2026**.
c. All full-time, eligible part-time, VHE employees and their dependents as defined above are eligible to participate in the plans/programs. Dependents are an employee's spouse/domestic partner and eligible unmarried dependent children, including children of a domestic partner.
d. The County will remit premiums to the Contractor on a bi-weekly basis for all voluntary plans/programs in arrears. The County retains the right, at all times, to self-bill; meaning, the County will remit premium payments based on the County's records.
e. There shall be no minimum participation requirements.
f. Premiums are collected through bi-weekly payroll deductions and employees pay the full cost of coverage on a post-tax basis.

g. All County employees enrolled as of December 31, 2025, shall be eligible for coverage with " not actively at work" provision; meaning, the employee does not have to be physically at work for coverage to commence.
h. The plan shall allow coverage for the employee and employee's dependents which include the employee's spouse/domestic partner and eligible unmarried dependent children, including the children of a domestic partner. Unmarried dependent children are eligible for coverage through the end of the calendar year turning age 26. Wherever the term "Dependent" is used in this Solicitation it shall be deemed to include all of the forgoing individuals.
i. Participating employees in the County on approved unpaid leave of absence may continue their coverage for up to one (1) year (more if such leave is extended by County action) by paying the required bi-weekly contributions directly to the County.
j. Terminated employees may purchase a conversion policy directly from the Contractor.
k. Provide coverage levels at least equal to or greater than the current coverage level (see Group Legal Plan Document Attachment 6).
l. The County's account should not increase the Proposer's nationwide current book of business by more than 25 percent.

2.3 Requirements and Services to be Provided:

The Contractor shall:

A. Provide customer service lines with a local area code for employees, as well as a toll-free line for employees residing outside the local area code.
B. Accept the County's self-billing statement. The process is as follows: Each bi-weekly period a deduction/reduction report is generated reflecting all employees enrolled in the Voluntary Supplemental Insurance Plans/Programs. The report is reconciled with the amounts disbursed after each payroll cycle. This information is summarized and remitted. It is the responsibility of the Contractor to provide the County with any discrepancies within ten (10) business days.
C. Upon the County's request, the Contractor shall provide the County with a list of agents who will be selling their plans/product(s). At the County's sole discretion, it may limit the number of agents.
D. Provide a dedicated account manager who will have the overall responsibility for managing the County's relationship and attend (in person and virtual) meetings as needed.
E. Administer and maintain the voluntary supplemental products/plans in accordance with all appropriate federal and state statutes then in effect.
F. Guarantee variations in actual enrollment has no effect on the Proposer's rate quotation. Proposals shall be valid regardless of actual enrollment.
G. Participate in open enrollment, health fairs, and must supply at the Proposer's own cost the materials and supplies for open enrollment and throughout the year.
H. Agree to maintain accurate recordkeeping, including but not limited to, applications, deductions, refund checks, cancelations, terminations, claims, and billing. Contractor is responsible to reconcile and provide the County within ten (10) business days of any discrepancies.
I. Agree(s) to only a one-year Lookback period for reconciliation on billing and premiums.
J. Notify the County monthly of any cancellations and reason if available for cancellations.
K. Provide the Human Resources Benefits Division with all communication, open enrollment, and marketing materials prior to distribution to County employees at least sixty (60) days prior to open enrollment for review and approval. Any postage costs are to be paid by the Contractor
L. Provide activity reports, including premiums versus claims utilization reports (as requested by the County). Reports shall be provided to the County within forty-eight (48) hours of request, unless otherwise approved by the County.
M. Exclude commission or any other compensation paid to a broker or selling agency in the rates unless required by law.

2.3.1 Administrative and Related Services

The Contractor shall:

b. Provide a customized website which includes information on participating providers, educational materials, monthly newsletter, and available benefits, along with a dedicated link for County employees, for posting through the County's benefits website.
c. Provide a toll-free number for telephone, consultation, and customer service inquiries from Monday through

Friday from at least 8:00 A.M. to 6 P.M. (local time).

d. Upon request by the County, provide bilingual customer service (Spanish, Creole and English) at no additional cost to ensure customers can receive assistance in the language, they are most comfortable using.
e. Prepare a customized policies and procedure manual for services requested herein, which will be utilized by the Contractor and the County.
f. Fulfill, upon expiration of any agreement as a result of this Solicitation, all responsibilities of the plan year.
g. Comply with Performance Guarantee Provisions.
h. It is the County's preference that the Contractor offer plan "Rights of Recovery" provisions.

2.3.2 Enrollment And Communication Materials

The Contractor shall:

a. Accept all new enrollees.
b. Accept the County's standard Benefits Enrollment Form for new enrollees and open enrollment. The County shall retain final approval authority of the standard enrollment form to be utilized. The County utilizes web enrollment for the annual benefits open enrollment and new hire enrollments.However, in some instances, paper forms may be utilized. The Contractor shall provide an interface compatible with the County's current system, INFORMS, which is built on the Oracle platform and requires data in Comma-Separated Values (CSV) format for managing enrollment and eligibility information. This typically includes details necessary to determine an individual or entity's qualification for specific programs, services, or benefits.
c. Accept the County's standard Change in Status Form.
d. Provide enrollment materials in sufficient quantities as determined by the County with additional supplies available throughout the plan year as necessary.
e. Mail ID cards and new member materials to all new enrollees' homes. The Contractor shall pay all applicable postage.
f. Provide sufficient plan representatives, as necessary and requested by the County, for participation in annual open enrollment regional meetings (approximately 25 meetings annually).
g. Provide at least 120 days prior to open enrollment effective date, or as determined by the County, the schedule of benefits to include in the County's benefits handbook.
h. Forward all employee communications to the County's benefits manager or designee for approval, in writing, prior to printing. Annual open enrollment materials shall be shipped by the Contractor directly to the County locations for distribution to employees. The Contractor shall pay all applicable postage.
i. Offer at least five (5) annual seminars and workshops on legal related topics to include financial wellness, as agreed with the County.

2.3.3 Representations and Warranties

The Contractor shall:

a. Ensure that services will be administered on a uniform basis for all participants.
b. Ensure that at all times the panel of attorneys shall be comprised of an adequate number of attorneys throughout the geographic area covered by the plan to permit convenience of access and to provide satisfactory and timely legal services to covered participants.
c. Ensure that all attorneys on the panel are members in good standing of the State Bar Association in which State the legal services are performed.

2.5 Premium Remittance

The County will remit to the Contractor the total fees due for each participant at the end of each bi-weekly pay period accompanied by an electronic file and/or computer printout of enrolled employees' salary deductions. Employees pay the full cost for the plan.

Employee salary deductions are bi-weekly in arrears, and it is necessary for the Contractor to take into its underwriting consideration the need for a sixty (60) day grace period. The Contractor shall provide coverage for up to sixty (60) days after non-payment of premium for employees on an approved leave of absence.

The Contractor shall allow retroactive premium adjustments and honor claims that are incurred within 120 days of termination of eligible employees who are inadvertently and incorrectly excluded from employer remittance reports (includes eligibility and payroll premium reports).

2.6 Reporting

The Contractor shall provide an Annual Premiums versus Claims Utilization Report which shall be segregated by service categories. Report shall be provided to the County within 45 days of the end of each plan year.

The County reserves the right to request additional reports on an as-needed basis, in addition to, an annual survey to determine member satisfaction.

2.7 Plan Enhancements

1. Enhanced Services for Parents & Grandparents
   a. Document Review and Preparation, Wills
   b. Durable Power of Attorney
   c. Miscellaneous Legal Services (replacing Annual Legal Check-Up) of up to 4 hours per year

2. Reproductive Assistance Endorsements
   a. Pre-Birth/Post-Birth Parentage Order
   b. Egg/Sperm/Embryo Donation Agreement
   c. Surrogacy Agreement

APPENDIX B – PRICE SCHEDULE

SECTION A – PREMIUM STRUCTURE

PREMIUMS – LEGAL SERVICES PLAN OF BENEFITS

2026-2032 Plan Years (January 1 to December 31)			
Tier	**A** Current Number of Employees Enrolled	**B** Monthly Tier Rate	**C** Total Tier Rate (Column A x Column B)
Employee Only	7,083	$15.62	$110,636.46
Employee + 1 Dependent	1,903	$20.01	$38,079.03
Employee + 2 or More Dependents	3,378	$20.59	$69,553.02

Notes:
1. All premium rates supplied shall be all-inclusive. No “add-on” charges for services shall be accepted.
2. Commissions (to agents, brokers, etc.) shall not be included in any of the County’s rates unless required by law.
3. Premium rates shall not be adjusted at any time during the plan years unless the County requests and agrees to contractual changes.
4. All rates shall be guaranteed for the term of the Contract including OTR years. Price shall not be contingent upon minimum participation requirements.
5. Effective January 7, 2025, the following County departments became Constitutional Offices: Elections, Clerk of Courts, Sheriff’s (Police), Tax Collector and Property Appraiser, totaling approximately 5,000-6,000 employees who may elect to continue in the County’s employee benefits plans. The Contractor shall work with the County to coordinate the implementation, administration, and respective Agreement amendments (if any) for the Constitutional Offices as deemed necessary to succeed during the term of the Agreement and any OTR years.
6. If the 180-day contract extension is exercised, it will be pursuant to Article 5 of the agreement at the then current rates, unless the County approves an increase in the rates.
7. There shall be no additional costs to the County, including for:
   a. All enrollment materials.
   b. Updates prepared and submitted for inclusion in benefits booklet.
   c. Contract termination (whether on or off the anniversary date).

SECTION B – OPTION TO RENEW YEARS

2031-2032 Plan Years (January 1 to December 31)		
Option Years 2031-2032	Yes	No
Will Proposer guarantee rates in listed in Section A for 2031-2032 option period?	X	
*If no, OTR rates will be negotiated as stated under “Notes”, No. 11.		

SECTION C – CONVERSION

Employees have the option to continue legal benefits upon separation from the County. Conversion rates upon termination of coverage.

2026-2027 Plan Year (January 1 to December 31)	
Tier	**Monthly Tier Rates**
Employee Only	$20.96 for Option 1 or $29.95 for Option 2
Employee + 1 Dependent	$20.96 for Option 1 or $29.95 for Option 2
Employee + 2 or More Dependents	$20.96 for Option 1 or $29.95 for Option 2

Notes:

1. Conversion rates may vary each year.
   Option 1 – Ultimate Advisor
   Option 2 – Ultimate Advisor Pus