Memorandum

MIAMI-DADE COUNTY

Date: July 16, 2025

Agenda Item No. 8(P)(9)

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

From: Daniella Levine Cava Daniella Levine Cava
Mayor

Resolution No. R-711-25

Subject: Recommendation to Award a Contract for Employee Voluntary Group Vision Insurance Program

Summary

This item is for the purchase of a Employee Voluntary Group Vision Insurance Program for the People and Internal Operations Department (PIOD). The contract provides two fully-funded plans. It includes a Standard and Enriched option including related value-added services for County employees, retirees, eligible dependents and covered groups including but not limited to Consolidated Omnibus Budget Reconciliation Act (COBRA) participants. Other governmental entities under agreement with the County may have access to services provided hereunder. Approval of this contract will allow the County to continue to offer vision insurance benefits to eligible employees, board members, and covered groups.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0003533, Employee Voluntary Group Vision Insurance Program*, to Humana Insurance Company in the amount of $20,667,655 for a three-year term, with one, two-year option to review for PIOD. This contract will replace *RFP-01418*, approved by the Board via Resolution No. R-658-14.

Background

A Request for Proposals was issued under full and open competition on November 22, 2024. On the closing date of January 16, 2025, the County received two proposals. Evaluation meetings were conducted in April 2025. Negotiations commenced and concluded in May 2025. A copy of the Coordinator's Report is attached.

To foster vendor engagement ahead of the solicitation's release, the County conducted extensive market research. This process involved identifying potential vendors through GovWin IQ, Google, BidSync, DemandStar, in addition to various procurement websites and posting the project's scope of work on the County's Future Solicitations website. This early disclosure allowed vendors to preview the scope of work and offer feedback or suggestions. Subsequently, 170 vendors were invited to submit proposals; 12 accepted the invitation, and two ultimately responded.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial three-year term is $12,109,954. Should the County choose to exercise, at its sole discretion, the one, two-year option to renew, the estimated cumulative value will be $20,667,655. The current contract is valued at $12,424,000 for a five-year term. The annualized allocation under the proposed contract is higher than the current contract due to increased rates. Additionally, a six percent contingency was added to the option to renew term.

Department	Allocation	Funding Source	Contract Manager
PIOD	$20,667,655	Employee Funded	Michael Naftaniel
Total	**$20,667,655**		

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

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
Humana Insurance Company	500 West Main Street Louisville, KY	None	410 0.645%	George Renaudin

*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.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Aetna Life Insurance Company	No	Evaluation Scores/Ranking

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 solicitation 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. EVN0003533 – Employee Voluntary Group Vision Insurance Program

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The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on November 22, 2024, on behalf of the People and Internal Operations Department (PIOD), to obtain proposals from qualified firms to provide an Employee Voluntary Group Vision Insurance Program. The County anticipates awarding a contract for three (3) Plan Years, with one (1), two-year option to renew.

On January 16, 2025, two 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:
March 17 and 24, 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 Services, Inc. (Gallagher). Both proposers met the requirement.

The proposals from Humana Insurance Company (Humana) and Aetna Life Insurance Company (Aetna) were forwarded to the County Attorney's Office (CAO) for review. Both Proposers signed the "Waiver of Confidentiality" clause in the solicitation document. However, each of their proposals included the designation "confidential and proprietary" at the bottom of their respective submissions.

The CAO deemed both Proposers, responsive, stating that "this Solicitation included an express waiver whereby all proposers "knowingly and expressly waive[d] all claims that their proposal, or any part thereof ***no matter how indicated***, is confidential, proprietary or a trade secret." And proposers would demonstrate their assent to this waiver by signing an "Acknowledgment of Waiver" just below the quoted language above. In this case, both Aetna and Humana signed the waiver and did not indicate elsewhere on their proposal that they took exception to this provision. Accordingly, any indication that information in their proposal is proprietary or confidential is waived and does not create a responsiveness issue."

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 January 22, 2025. A response was received from OIG on January 22, 2025, and COE on January 27, 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 March 19, 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. Humana Insurance Company	3774	906	4680
2. Aetna Life Insurance Company	3399	830	4229

Upon review of the scores, one Committee member had variances for two criteria that were below 33% of the average score award by all Committee members by criteria. After discussion of the variances with the Committee member, there were no changes to the scores or the ranking, the scores and variances remained the same. The Committee member stated that her scores were 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**
Victor Martinez	People and Internal Operations
Lourdes Antelo	Solid Waste
Phyllis Tynes	Housing and Community Development

One of the Committee members, Katherine Sosa, qualified for the administrative leave and the entitlement to such leave will be determined by the Clerk of Courts. One of the Committee members did not qualify for administrative leave, as the Neutrality Affidavit was 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	01/17/25	10	1
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	03/13/25	10	**53**
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	03/18/25	3*	3*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	03/19/25	NA	NA
OCA returned background checks to SPD	03/21/25	5*	2*
COE responded to OCA findings (if OCA refers findings)	04/11/25	14	**21**
CAO provided opinion to SPD	01/21/25	30	4
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	04/29/25	30	18

* 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 January 22, 2025 and their analysis was received on March 28, 2025.

Negotiations:
The Committee recommends that the County enter into negotiations with the highest ranked proposer, Humana 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 agreed to proceed with negotiations with Humana. They determined that Humana has the necessary qualifications, relevant experience, and resources to meet the service requirements outlined in the solicitation. Additionally, the Committee acknowledged Humana's experience working with governments, their thorough responses to questions, and the clarity and comprehensiveness of the information provided. The Committee also noted that Humana’s pricing is competitive and within the national average. 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.

Approved

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 09:20:31 -04'00'

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

RFP NO. EVN0003533
Employee Voluntary Group Vision Program
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Aetna Life Insurance Company	Humana Insurance Company
Proposer's experience, qualifications, and past performance	200	1000	893	959
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	430	482
Proposer's approach to providing the Services requested in this Solicitation	150	750	590	708
Enrollment and Communication Provision	100	500	379	467
Plan Design, Provider Network and Claims Administration	250	1250	1107	1159
Total Technical Points	**800**	**4000**	**3399**	**3774**
Total *(Technical & Selection Factor)*	**800**	**4000**	**3399**	**3774**
Price Points	**200**	1000	830	906
TOTAL POINTS	**1000**	**5000**	**4229**	**4680**
Ranking				

Signature: Princess Brown
Chairperson
Print Name: Princess Brown
4/29/2025

Coleen Christie
Reviewer
Print Name: Coleen Christie
4/29/2025

4/30/2025

MDC008

RFP NO. EVN0003533
Employee Voluntary Group Vision Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Victor Martinez

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's experience, qualifications, and past performance	200	**180**	**200**
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**	**100**
Proposer's approach to providing the Services requested in this Solicitation	150	**150**	**150**
Enrollment and Communication Provision	100	**100**	**100**
Plan Design, Provider Network and Claims Administration	250	**250**	**250**
Total Technical Points	**800**	**770**	**800**
Price Points	**200**	**170**	**190**
TOTAL POINTS	**1000**	**940**	**990**

RFP NO. EVN0003533
Employee Voluntary Group Vision Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Katherine Sosa

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's experience, qualifications, and past performance	200	**190**	**193**
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	**80**	**94**
Proposer's approach to providing the Services requested in this Solicitation	150	**134**	**139**
Enrollment and Communication Provision	100	**84**	**88**
Plan Design, Provider Network and Claims Administration	250	**242**	**246**
Total Technical Points	**800**	**730**	**760**
Price Points	**200**	**190**	**180**
TOTAL POINTS	**1000**	**920**	**940**

4/30/2025

MDC010

RFP NO. EVN0003533
Employee Voluntary Group Vision Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Lourdes Antelo

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's experience, qualifications, and past performance	200	175	200
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	75	100
Proposer's approach to providing the Services requested in this Solicitation	150	75	150
Enrollment and Communication Provision	100	25	100
Plan Design, Provider Network and Claims Administration	250	200	225
Total Technical Points	**800**	**550**	**775**
Price Points	**200**	**150**	**200**
TOTAL POINTS	**1000**	**700**	**975**

RFP NO. EVN0003533
Employee Voluntary Group Vision Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Yeliel Hernandez

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's experience, qualifications, and past performance	200	**170**	**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**
Proposer's approach to providing the Services requested in this Solicitation	150	**128**	**135**
Enrollment and Communication Provision	100	**85**	**90**
Plan Design, Provider Network and Claims Administration	250	**200**	**215**
Total Technical Points	**800**	**678**	**715**
Price Points	**200**	**130**	**140**
TOTAL POINTS	**1000**	**808**	**855**

4/30/2025

MDC012

RFP NO. EVN0003533
Employee Voluntary Group Vision Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Phyllis Tynes

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's experience, qualifications, and past performance	200	**178**	**186**
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**	**93**
Proposer's approach to providing the Services requested in this Solicitation	150	**103**	**133.5**
Enrollment and Communication Provision	100	**85**	**89**
Plan Design, Provider Network and Claims Administration	250	**215**	**222.5**
Total Technical Points	**800**	**671**	**724**
Price Points	**200**	**190**	**196**
TOTAL POINTS	**1000**	**861**	**920**

RFP No. EVN0003533
Employee Voluntary Group Vision Insurance Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Katherine Sosa

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's relevant experience, qualifications, and past performance	200	190	193
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	80	94
Proposer's approach to providing the Services requested in this Solicitation	150	134	139
Enrollment and Communication Provision	100	84	88
Plan Design, Provider Network and Claims Administration	250	242	246
Total Technical Points	**800**	730	760
Price Points	**200**	190	180
TOTAL POINTS	**1000**	920	940

Katherine Sosa
SIGNATURE

MDC014

RFP No. EVN0003533
Employee Voluntary Group Vision Insurance Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Lourdes Antelo

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's relevant experience, qualifications, and past performance	200	175	200
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	75	100
Proposer's approach to providing the Services requested in this Solicitation	150	75	150
Enrollment and Communication Provision	100	25	100
Plan Design, Provider Network and Claims Administration	250	200	225
Total Technical Points	**800**	550	775
Price Points	**200**	150	200
TOTAL POINTS	**1000**	700	975

Lourdes Antelo 4/29/25
SIGNATURE

MDC015

Victor Martinez/HRD

RFP No. EVN0003533
Employee Voluntary Group Vision Insurance Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's relevant experience, qualifications, and past performance	200	180	200
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	90	100
Proposer's approach to providing the Services requested in this Solicitation	150	150	150
Enrollment and Communication Provision	100	100	100
Plan Design, Provider Network and Claims Administration	250	250	250
Total Technical Points	**800**	770 **0**	800 **0**
Price Points	**200**	170	190
TOTAL POINTS	**1000**	940 **0**	990 **0**

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

SIGNATURE

MDC016

RFP No. EVN0003533
Employee Voluntary Group Vision Insurance Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Phyllis Tynes

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's relevant experience, qualifications, and past performance	200	178 - 89%	186 - 93%
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	90 - 90%	93 - 93%
Proposer's approach to providing the Services requested in this Solicitation	150	103 - 69%	133.5 - 89%
Enrollment and Communication Provision	100	85 - 85%	89 - 89%
Plan Design, Provider Network and Claims Administration	250	215 - 86%	222.5 - 89%
Total Technical Points	**800**	671	724
Price Points	**200**	190 - 95%	196 98%
TOTAL POINTS	**1000**	861	920

Phyllis Tynes 4/29/2025
SIGNATURE

RFP No. EVN0003533
Employee Voluntary Group Vision Insurance Program
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME:YELIEL HERNANDEZ

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Aetna Life Insurance Company	Humana Insurance Company
Proposer's relevant experience, qualifications, and past performance	200	170	180
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	95	95
Proposer's approach to providing the Services requested in this Solicitation	150	128	135
Enrollment and Communication Provision	100	85	90
Plan Design, Provider Network and Claims Administration	250	200	215
Total Technical Points	**800**	~~0~~ 678	~~0~~ 715
Price Points	**200**	130	140
TOTAL POINTS	**1000**	0	0

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.	808	855

YELIEL HERNANDEZ / Yeliel MD 4/29/25
SIGNATURE

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)(9)

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)(9)
7-16-25

RESOLUTION NO. R-711-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0003533 TO HUMANA INSURANCE COMPANY FOR EMPLOYEE VOLUNTARY GROUP VISION INSURANCE PROGRAM IN THE AMOUNT OF $20,667,655.00 FOR A THREE-YEAR TERM WITH ONE, TWO-YEAR OPTION TO REVIEW 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. EVN0003533, in substantially the form attached and made a part hereto, to Humana Insurance Company for Employee Voluntary Group Vision Insurance Program in the amount of $20,667,655.00 for a three-year term with one, two-year option to review 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 Code of Miami-Dade County, Florida 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. MBV

Michael B. Valdes

EVN0003533
Employee Voluntary Group Vision Program

THIS AGREEMENT for the provision of Employee Voluntary Group Vision Insurance, made and entered into as of this ______ day of Wisconsin by and between Humana Insurance Company, a corporation organized and existing under the laws of the State of, having its principal office at 1100 Employers Boulevard, De Pere, WI 54115 (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 voluntary group vision 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. EVN0003533 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated November 22, 2024 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such employee voluntary group vision 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. <u>DEFINITIONS</u>

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" means Humana 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 words "Developed Works" means all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

h) The word "Employee" means employees 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 vision insurance) 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 word “Neurodivergent” shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.

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

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

m) The words "Service" or "Services" means the provision of employee voluntary group vision services in accordance with the Scope of Services.

n) 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.

o) 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 48, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0003533 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, 2028. The County, at its sole discretion, may renew this Contract for one, 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
People and Internal Operations
Attention: Michael Naftaniel
Phone: (305) 375-1638
E-mail: Michael.Nafthaniel@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

Humana Insurance Company
Attention: Kim Thai
Phone: 813.495.5827
E-mail: kthai@humana.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
  Miami-Dade County, Finance Shared Services
  111 NW 1st Street, 26 Floor
  Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Enter Department using the services
____
____
Attention: ____________

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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 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. MANNER OF PERFORMANCE

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 REQURIED 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. <u>TERMINATION AND SUSPENSION OF WORK</u>

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. EVENT OF DEFAULT

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. <u>PROPRIETARY INFORMATION</u>

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. <u>PROPRIETARY RIGHTS</u>

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. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, 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. COUNTY USER ACCESS PROGRAM (UAP)
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. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

ARTICLE 45. 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 46. COMPLIANCE WITH STATE REQUIREMENTS CONCERNING HUMAN TRAFFICKING

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 Human Trafficking 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 not be effective unless and until the Contractor executes and provides such attestation.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. 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 47. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING, AND RELATED OFFENSES

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, 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 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 48. 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:		By:	for
Name:	James Hennessy	Name:	Daniella Levine Cava
Title:	Vice President, Key Accounts	Title:	Mayor
Date:	6/10/2025	Date:	
Attest:		Attest:	Juan Fernandez-Barquin Clerk of the Court and Comptroller
		By:	(Deputy Clerk Signature)

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix A – Scope of Services

2.1 Background

There are approximately 30,000 employees eligible for the Employee Voluntary Group Vision Program and approximately 9,000 retirees. For information on plan enrollment experience, historical bi-weekly rates within the County's three-tier structure and the premiums collected for Plan Years 2021-2023.

2.2 Program Overview and Plan Benefits

The County's Vision Program is currently insured by Humana Insurance Company. The County currently offers two vision plans, standard and enriched plan options.

The County is **NOT** interested in a discounted vision program; meaning the County will not award a plan that simply offers a percentage off the Provider's fee, rather than a defined benefit. The Contractor shall administer the Program in accordance with all applicable state and federal laws.

Note: The County recognizes the existence of Florida Statutes Section 624.1275, and as such, any commission, service fee or other form of agent remuneration must be included in the rates.

2.3 Minimum Qualification Requirement

The Contractor shall be licensed to conduct business by the State of Florida, Office of Insurance Regulation, as of the proposal due date. The Contractor shall provide documentation of Proposer's Certificate of Authority issued by the State of Florida, Office of Insurance Regulation, for the type of plan services proposed.

Note: The above requirement is a continuing condition of award, as the Contractor shall maintain this minimum qualification throughout the duration of the contract.

2.4 General Eligibility Information

1. New full-time employees shall be eligible for benefits coverage on the first day of the month following (or coincident with) 60 days of employment. Any part-time, non-temporary status employee, who consistently works at least 60 hours bi-weekly and has completed 60 continuous days of employment, shall be eligible for coverage. If an election is made, coverage is effective the first day of the month following completion of the eligibility period without any actively-at-work exclusion. Eligibility for part-time employees is subject to change and will coincide with the eligibility for healthcare benefits for "variable hour" employees as defined by the Affordable Care Act. Executives, as identified by the County, are eligible for coverage on their first day of employment.

   Dependent eligibility is defined as follows:
   a) Spouse or Domestic Partner (unless an eligible County employee).

   b) Married or unmarried natural children (whether or not they live with the employee), children of a domestic partner, adopted children, stepchildren or a child for whom the employee has been appointed a legal guardian pursuant to a valid court order, to the end of the calendar year in which the child turns 26 (providing not offered coverage at work). The Contractor will require proof of eligibility if the child's last name differs from the employees.

   c) Coverage for an unmarried dependent child may be continued beyond age 26 if the child is mentally or physically disabled. Proof of disability may be required.

2. All underwriting requirements shall conform to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), where applicable. The **HIPAA Business Associate Agreement** is incorporated as part of the County's Draft Form of Agreement, herein included as **Appendix C**. The Contractor is required to execute this agreement as part of any award issued as a result of this Solicitation.

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

   b) All employees and dependents enrolled as of December 31, 2025, are eligible for coverage with no actively at work exclusion.

3. The following rules apply for adding dependents:

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

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

   (c) In accordance with Florida Statute 641.31(9)a: Payroll changes for the purpose of adding a newborn are processed as follows: if a **Change in Status (CIS) Form** is received by the County within the first 31 days from birth, the rate is waived for the first 31 days. If the CIS Form is received after the first 31 days, but within 60 days of the birth, the new rate will be charged retroactive to the date of birth. The same applies when adding an adopted child or child placed for adoption. The rate is waived if the CIS Form is received by the County within the first 31 days from the earlier of: 1) adoption, or 2) placement for adoption. If the CIS Form is received after the first 31 days, but within 45 days of the event, the new rate will be charged retroactive to the earlier of: 1) adoption or 2) placement for adoption.

4. Payroll changes to remove a dependent as a result of HIPPA, become effective the first day of the pay period following receipt by the County.

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

2.5 Administrative and Related Services

The Contractor shall:

1. Consent to the County's self-billing process as the Vision Plan shall be administered on a self-billing rate/premium remittance basis.

2. Consent to the County's bi-weekly electronic transfers of rate/premium payments which will be remitted for the prior pay period based on the payroll deduction register. In addition, payments for retirees, leave of absence and judges will be remitted.

3. Administer appropriate procedures to carefully monitor the status of over-age unmarried dependent children and dependent children of Domestic Partner (up to 26 years old) to ensure satisfactory proof of eligibility is obtained and that coverage complies with Federal and State regulations, including COBRA status. Dependent children and dependent children of Domestic Partner losing group coverage due to age or loss of dependent status must be notified of their coverage continuation rights. The Contractor shall notify the County within 60 days after the open enrollment effective date (January 1st of each year) of any discrepancies in eligibility including employee name, dependent to be deleted and any change in coverage level.

4. Provide all COBRA administration, including mailing of the initial COBRA notification after receiving communication of a qualifying event from the County. Required services include billing of beneficiaries and collection of appropriate premiums.

5. Issue HIPAA Notices of Privacy Practices to all new enrollees.

6. Provide HIPAA certificates of coverage within 30 days of coverage termination.

7. Verify all dependent eligibility at initial enrollment. Additionally, over-age dependents and dependents with different last names other than the Members', shall be verified at each subsequent Plan Year's open enrollment. The Contractor shall

verify eligibility for new hires, new enrollees and their dependents within 30 days and notify the County of any discrepancies in eligibility within 60 days.

8. Perform a bi-weekly reconciliation of accounts based on bi-weekly eligibility tapes provided by the County. The Contractor shall notify the County in writing within 10 days of any discrepancies, to include Member name, identification number, name of ineligible Subscriber and change in coverage level, found in its reconciliation efforts, if any.

9. Implement a Quality Control/Assurance Program that provides for continual monitoring of the services provided to the County and incorporates a self-inspection system. The Quality Control/Assurance Program shall also include methods for monitoring, identifying, and correcting deficiencies in the quality of service provided to the County and reporting the results of the findings annually to the County's Project Manager, or upon request by the County.

10. Apprise the County on process and proficiency utilized in measuring general satisfaction amongst existing Members through sourcing mechanisms. The Contractor shall provide the County with an annual report detailing the results and findings of satisfaction analysis.

11. Provide a local account representative who shall be physically located in the Miami-Dade/Broward County area and have full account management capabilities. The account representative shall assist the County in facilitating all vision plan matters and related Services listed herein.

12. Provide an Account Executive/Manager and account management team who shall:

    a) Devote the essential time to manage the County's account and be responsive to needs pertaining to this Scope of Services (inclusive of being readily available for frequent telephone calls and on-site consultations with County staff located in Miami, FL);
    b) Provide the County with the mobile phone numbers and email addresses of all key account management personnel to facilitate access and communication;
    c) Be thoroughly familiar with all of the Contractor's operational and administrative functions that relate to the County's account; and,
    d) Serve as an advocate for the County to effectively advance action items through the Contractor's organizational approval structure.

13. Provide a toll-free number customer service line with representatives who speak English, Spanish and Creole during the County's normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m. Eastern Time). The Contractor shall also provide an Automated Call Intake/Response System that has a "call distribution" feature with message acceptance capabilities for calls received after normal business hours. The Contractor shall complete a return call to Members/Subscribers within 24 hours of receipt of message by automated system.

14. Provide a customized benefits website for the use of County employees, retirees and dependents. Website shall be available throughout the term of the contract resulting from this Solicitation – and shall exclusively include the County's vision program's summary of plan benefit materials and a listing of all network Providers, claims and reimbursement forms and any other documents which should be easily accessible to all members/subscribers. Contractor shall also provide all claim forms and informational documents in electronic format to the County for posting on its intranet and internet website portals.

15. Implement the Miami-Dade County Employee Voluntary Group Vision Insurance Program in a timely fashion for a January 1, 2026, plan effective date, with open enrollment scheduled for October/November of 2025.

16. Include coordination of data processing systems and an outline of delivery time for printed materials, including ID cards, claim forms, etc. to be presented to the County within 30 days from contract effective date.

17. Formulate operational Performance Guarantee Standard Provisions which shall include the Contractor's implementation work plan and will put a certain portion of penalty amount at risk for completion of such tasks.

    a) Implementation;

b) Setting up eligibility data (i.e., Members/Subscribers, Dependents effective dates, etc.).
c) Claims turnaround time;
d) Claims process, payment and financial accuracy;
e) Production of accurate Member/Subscriber correspondence, including but not limited to, ID Cards, Summary Plan Design and reports; and,
f) Customer service.

The Contractor's compliance with Performance Guarantee Standard Provisions shall be measured annually at the end of each Plan Year and shall remain in effect for the duration of any contract issued, and renewal options exercised, as a result of this Solicitation. Any non-compliance shall be assessed as liquidated damages per the **Performance Guarantee Standard Provisions.**

18. Ensure that the claim's processing system is fully integrated with the County's eligibility system. The Contractor shall maintain and verify eligibility for coverage of all benefits.

19. Allow the County, or its representative, in addition to the rights contained herein, the right to perform an annual audit of all claims, utilization management files, financial data and other information relevant to the County's account, with reasonable notice. The results of this independent audit may determine liquidated damages at risk for any non-compliance with the Performance Guarantee Standard Provisions.

20. Provide an Annual Premiums versus Claims Utilization Report 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, a yearly Survey Results Report to determine Member satisfaction.

21. Prepare any and all reports which may, initially or at any future date, be required by the Internal Revenue Service, Department of Labor, and/or any other governmental agency.

22. Provide a minimum of 24 months of historical data reporting within 15 days of contract termination.

2.6 Enrollment/Communications Provisions

The Contractor shall:

1. Provide promotional enrollment materials to the County at least 45 days prior to the start of the County's annual open enrollment period each year, anticipated to be late October/early November. Enrollment materials shall be provided in printed format in an adequate amount, at the County's discretion. The County may also require the Contractor to provide enrollment materials in alternate formats (i.e., Braille, large print and/or audio compact disk). Printing and production of material costs are the sole responsibility of the Contractor.

2. Draft materials, primarily including, but not limited to, the Summary Plan Description (SPD), at least 45 days prior to each Plan Year effective date, January 1st. The Contractor shall print and mail the SPD directly to Members' homes at no additional cost to the County, with additional supplies made available to the County, as deemed necessary by the County.

3. Mail identification (ID) card to each enrolled Member within five (5) business days from the date of receipt of each eligibility tape, excluding weekends and holidays. Temporary ID printing capability shall be available at the Contractor's website, for the purpose of facilitating:

    a) Change in coverage option;
    b) Change in coverage tier; and/or
    c) Replacement/duplicate card is requested.

4. Identify Members by Social Security number ***and/or*** employer ID number, as required by the County. The confidentiality of Member Social Security numbers is of the upmost importance to the County. The Contractor shall bear the responsibility of protecting the privacy and legal rights of all Members/Subscribers.

5. Distribute all communication materials to the various County locations no later than 2 (two) weeks prior to the start of the County's open enrollment period each year. The Contractor shall receive written approval from the County on all booklets, and any and all other employee communications, prior to their printing. Additionally, the County retains the right to prohibit distribution of any materials that create false or misleading statements, reference any plan other than the Contractor's plan, or any other materials or "giveaways" which the County deems to be inappropriate.

6. Review its plan-specific information listed in the County's Employee Benefits Enrollment Guide for accuracy and provide any updates to the County annually, no later than September 1st for the upcoming Plan Year. The County will finalize and publish the Benefits Enrollment Guide. The County shall retain final approval authority over all communication material.

7. Consent to the use of the County's on-line enrollment process. The County currently uses web enrollment for the annual open enrollment and anticipates continued use of web enrollment for ongoing enrollments.

8. Provide sufficient personnel to attend all program implementation meetings each year to be held by the County, and subsequent open enrollment regional meetings (approximately 45) on a schedule set by the County. Contractor's personnel shall have access to County employees on County premises, as determined by the County. Contractor's personnel (i.e., Account Executive/Manager/Representative, etc.) shall attend periodic meetings throughout the Plan Year, scheduled by the County, with reasonable notice given.

9. Have **<u>no minimum participation requirement levels</u>**, nor corresponding adjustments of rates or premiums, due to changes in participation levels.

10. Consent to receiving eligibility data, in an electronic format, or in hard copy paper form, as deemed appropriate by the County.

11. Update Member/Subscriber eligibility data within 2 business days from the date of file receipt from the County. The Contractor shall notify the County of any issues delaying the update of information, within 2 business days from the data upload.

12. Provide a single point of contact for the purpose of facilitating County submission requests regarding eligibility, enrollment information, and coordinating any internal distribution of such information through the Contractor's organization, as well as, expediting any necessary transfer of data to third party administrators.

2.7 <u>Fiduciary Protection</u>

In addition to the other insurance requirements stated in the contract (refer to Draft Form of Agreement, Article 10 "Indemnification and Insurance" attached hereto), the Contractor shall provide indemnification and liability protection for the clinical and non-clinical administration components of this Program. The Contractor shall indemnify and hold the County harmless from any clinical, professional, or administrative decisions made by the Contractor rendering services, including the administration of the appeals process.

2.8 <u>Premium Guarantee</u>

All rates shall be guaranteed for the initial contract term of three (3) Plan Years (January 1, 2026 through December 31, 2028), independent of actual enrollment or any other rate contingencies. The Contractor shall provide the County's Project Manager with the renewal rates for the two-year option period by June 1, 2028. The renewal rates are subject to negotiations and acceptance by the County.

2.9 <u>Plan Design Changes</u>

A. Enhanced (High) plan:
- Adding both $10 exam copay and Premium Progressive Copays

B. Standard (Low) plan:
- Adding $10 exam copay

APPENDIX B – PRICE SCHEDULE

A. RATE STRUCTURE - STANDARD

RATES – VOLUNTARY VISION GROUP INSURANCE PROGRAM - **STANDARD**

2026 Plan Year (1/1/2026 – 12/31/2026)			
Coverage Level	**Estimated Employee Enrollment**	**Monthly Rate Per Employee**	**Annual Premium (Estimated Enrollment x Monthly Rate x 12 Months)**
Employee Only	5494	$7.36	$485,230
Employee + One Dependent	517	$14.72	$91,323
Employee + Family	1019	$26.44	$323,308
		1. Total Premiums	**$899,861**

2027 Plan Year (1/1/2027 – 12/31/2027)			
Coverage Level	**Estimated Employee Enrollment**	**Monthly Rate Per Employee**	**Annual Premium (Estimated Enrollment x Monthly Rate x 12 Months)**
Employee Only	6494	$7.36	$573,550
Employee + One Dependent	617	$14.72	$108,987
Employee + Family	1400	$26.44	$444,192
		2. Total Premiums	**$1,126,729**

2028 Plan Year (1/1/2028 – 12/31/2028)			
Coverage Level	**Estimated Employee Enrollment**	**Monthly Rate Per Employee**	**Annual Premium (Estimated Enrollment x Monthly Rate x 12 Months)**
Employee Only	7494	$7.36	$661,870
Employee + One Dependent	717	$14.72	$126,651
Employee + Family	1600	$26.44	$507,648
		3. Total Premiums	$1,296,169

**** TOTAL PROPOSED PREMIUM**	**$3, 322,759**

**Sum of Nos. 1, 2 and 3 Total Premiums as stated in the above tables for the initial three (3) Plan Years: Plan Year 2026, Plan Year 2027, and Plan Year 2028.

B. NON-CLAIMS EXPENSES

What percentage of Total Proposed Premiums listed above in Section "A" do "**non-claims**" expenses represent?	8.68%

Note: Section B is for informational and negotiation purposes only and **will not** be utilized for scoring purposes.

C. STRUCTURE – ENRICHED

RATES – VOLUNTARY VISION GROUP INSURANCE PROGRAM **- ENRICHED**

2026 Plan Year (1/1/2026 – 12/31/2026)			
Coverage Level	**Estimated Employee Enrollment**	**Monthly Rate Per Employee**	**Annual Premium (Estimated Enrollment x Monthly Rate x 12 Months)**
Employee Only	7643	$13.39	$1,228,077
Employee + One Dependent	919	$26.76	$295,109
Employee + Family	2041	$49.22	$1,205,496
		1. Total Premiums	**$2,728,683**

2027 Plan Year (1/1/2027 – 12/31/2027)			
Coverage Level	**Estimated Employee Enrollment**	**Monthly Rate Per Employee**	**Annual Premium (Estimated Enrollment x Monthly Rate x 12 Months)**
Employee Only	7900	$13.39	$1,269,372
Employee + One Dependent	1100	$26.76	$353,232
Employee + Family	2200	$49.22	1,299,408
		2. Total Premiums	**$2,922,012**

2028 Plan Year (1/1/2028 – 12/31/2028)			
Coverage Level	**Estimated Employee Enrollment**	**Monthly Rate Per Employee**	**Annual Premium (Estimated Enrollment x Monthly Rate x 12 Months)**
Employee Only	8100	$13.39	$1,301,508
Employee + One Dependent	1300	$26.76	$417,456
Employee + Family	2400	$49.22	$1,417,536
		3. Total Premiums	**$3,136,500**

**** TOTAL PROPOSED PREMIUM**	**$8,787,195**

**Sum of Nos. 1, 2 and 3 Total Premiums as stated in the above tables for the initial three (3) Plan Years: Plan Year 2026, Plan Year 2027, and Plan Year 2028.

Notes:

1. Monthly Rate per Employee shall be guaranteed for the initial contract term covering three (3) Plan Years, January 1, 2026, through December 31, 2028. Rates shall not be contingent upon minimum participation requirements.
2. The Contractor shall provide to the County's Project Manager the renewal rates for the two-year option period by June 1, 2028. Renewal rates shall be provided along with a justification of the Contractor's underwriting/actuarial methodology used to determine the new rates, if any. Supporting claims experience and utilization data shall be provided for the initial three plan years to facilitate the County's renewal process. If no recommended increase is received by the set date, the rates shall remain the same for the two-year option period (through December 31, 2030). The renewal rates are subject to negotiations and acceptance by the County. **For the 1/1/2029 renewal, the rates will not increase more than 6% guaranteed for 24 months (1/1/2029 – 12/31/2030).**
3. Rates shall not be adjusted at any time during the Plan Year unless the County requests and agrees to contractual changes.
4. Wherein there may be errors in the Annual Premiums and/or Total Proposed Premium, including computation errors, the proposed Monthly Rate Per Employee shall prevail and the County maintains the right to correct any Total Proposed Premium prepared by the Proposer. Notwithstanding the Proposer's Total Proposed Premium, payment to the Contractor shall be based on the actual enrollment of employees and their eligible dependents in the Vision Program.
5. There shall be no additional costs to the County, other than the monthly rates, for all Services listed in Section 2.0, Scope of Services, including reports as stated in Section 2.5 (Items 19-21), Scope of Services.
6. Any contract extension pursuant to Article 5 of the Agreement will be at the then current rates, unless the County approves an increase in the rates.

APPENDIX C

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

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

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

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

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

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

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

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

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]

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

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

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

2. Obligations of Associate.

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

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

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

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

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

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

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

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

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

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

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

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours and shall provide written notice no later than forty-eight (48) hours of any actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall notify the County within five (5) business days of any suspected breach of security, intrusion or unauthorized disclosure of PHI and/or a disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

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

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

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

4. Termination.

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

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

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

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

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

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

7. Amendment.

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

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

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

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

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

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

MIAMI-DADE COUNTY

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

HUMANA INSURANCE COMPANY does not use coercion for labor or services as defined in Section 787.06, F.S.

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: G. Alan Stewart

Title of Contractor's Authorized Representative: Sr. Vice Pres. Division Leader

Signature of Contractor's Authorized Representative: G. Alan Stewart

Date: 1/9/2025

Performance Guarantee Standard Provisions

Category	Standard	Measurement	Amount at Risk
Claims Financial Accuracy	99% payment accuracy ratio	Total dollars paid correctly (total dollars actually paid minus the absolute value of overpayments and underpayments) divided by total dollars that should have been paid for the audited sample.	.333% of annual premium
Claim Payment Accuracy	95% coding accuracy ratio	Total number of claims correctly processed divided by the total number of claims audited.	.333% of annual premium
Claims Turnaround	90% within 10 business days;	Time from the date a claim is received to the date it is processed (i.e., paid, pended or denied) excluding weekends and holidays (clean claims only).	.333% of annual premium
Telephone Response Time (with a live person)	90% within 30 seconds	Telephone system should provide statistics regarding time from call connecting to the 800# to the time it is answered by a live person.	.333% of annual premium
ID Cards	98% mailed within 5 business days	Time from the date of receipt of each eligibility tape to the date the ID card is mailed excluding weekends and holidays.	.333% of annual premium
Responsiveness to Written Correspondence	100% acknowledged within 7 business days; 95% resolved within 30 business days	Time from the date the correspondence is received to the date an acknowledgement/resolution of the inquiry is mailed.	.333% of annual premium
Turnaround	Eligibility electronic files/tapes updated daily	Time from date of receipt of eligibility file to date update completed.	.333% of annual premium

Category	Standard	Measurement	Amount at Risk
Accuracy	98% of all eligibility records complete and accurate	Total number of records complete and accurate divided by the total number of records audited.	.333% of annual premium
Miami-Dade County Satisfaction	100% satisfaction with the implementation process and its corresponding activities	Measurement will be based entirely on Miami-Dade County's overall satisfaction with the implementation process Miami-Dade County will notify the Contractor immediately if there are any issues or areas of improvements that must be addressed. Miami-Dade County must have allowed a reasonable time, dependent of urgency in area of concern, for the Contractor to address and improve issues or concerns previously identified.	.333% of annual premium