

REQUEST FOR PROPOSALS
FOR
THIRD PARTY CLAIM ADMINISTRATION AND MANAGED CARE SERVICES
RFP #Y17-1011-LC

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, April, 13, 2017**, for providing Third Party Claim Administration and Managed Care Services to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent, at (407) 836-5548, whose email address is Linda.Carson@ocfl.net. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

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REQUEST FOR PROPOSALS

FOR

THIRD PARTY CLAIM ADMINISTRATION AND MANAGED CARE SERVICES

RFP #Y17-1011-LC

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals for Third Party Claim Administration and Managed Care Services.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time April, 13, 2017**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

5. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as

described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

- ☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- ☒ Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- ☒ **Third-Party Commercial Fidelity Bond (applicable to lump-sum funded grant programs) - The Contractor shall furnish a Commercial Fidelity Bond for Employee Dishonesty on a blanket basis with a minimum limit of \$1,000,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of the County. The bond shall include a minimum twelve (12) month discovery period when written on a loss sustained basis.** When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

7. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

8. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

9. **SHORTLISTS, PROTESTS and LOBBYING**

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

10. **PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

11. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

12. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

13. CONTRACT TERM

It is the intent of the County to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

14. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

15. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

16. QUESTIONS REGARDING THIS RFP

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Linda.Carson@ocfl.net no later than 5:00 PM Monday, April 3, 2017 to the attention of Linda Carson, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

17. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD at a cost established within the most current Orange County Fee Directory. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

18. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

19. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

20. BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement at Attachment No. A. shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

21. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 6. 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 :**

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Proposers must respond in the format delineated below and tabbed as applicable.

The following information shall be submitted with your proposal. Failure to submit this information will render your proposal non-responsive.

1. Claim Services

Answer the questions and provide the documentation requested in Questionnaire #1 beginning on page 37.

2. Medical Management Services

Answer the questions and provide the documentation requested in Questionnaire #2 beginning on page 45.

3. Information Systems

Answer the questions and provide the documentation requested in Questionnaire #3 beginning on page 49.

4. Firm's Experience, Size and Financial Stability

Answer the questions and provide the documentation requested in Questionnaire #4 beginning on page 54.

5. Fee Schedule

Answer the questions and provide the documentation, including spreadsheets, requested in the Fee Proposal Forms. The County requests all proposers to provide a cost breakdown for each service option proposed. Although all options may be purchased, some may not. The County reserves the right to decide, at its discretion, which services shall be purchased, and in which combination, from among those proposed. **All fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

The following information (Items 6 through 12) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

6. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division in advance of submittal of proposal for information on acquiring and applying credits.

- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
 3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The prime Contractor shall submit an updated quarterly MWBE utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 5. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The prime Contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime Contractor's team and the addition of any new M/WBE firm to the prime Contractor's team on that project.
 6. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

7. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit for proximity to worksite.

8. CONFLICT OF INTEREST FORM

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal.

9. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

No contract award will be made unless these forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

10. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

11. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

12. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

13. BONUS POINTS FOR HIRING OF WELFARE TRANSITION AND DISLOCATED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare transition and dislocated workers residing in the Metropolitan Statistical Area (MSA) as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete the attached Form WR- Section I, listing the number of welfare recipients to be hired fulltime and submit with their proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division (BDD) Liaison at (407) 836-7317 to assist with meeting this requirement.

The failure of the Contractor to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Contractor shall take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Contractor shall contact the BDD Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

14. BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of 5 SDV sub-Contractors for a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The Contractor's responsibilities and requirements are itemized below:
 - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.

2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
4. The Contractor shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the County, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The Contractor shall notify the Business Development Division of any additional awards to the SDV firm on the Contractor's team and the addition of any new SDV firm to the Contractor's team on that project.
6. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a

written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

15. SELECTION - CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Claim Services	25
Medical Management Services	20
Information Systems	10
Firm's Experience, Size and Financial Stability	10
Fee Schedule	15
M/WBE Utilization	10
Location	<u>10</u>
TOTAL	100
Welfare Transition and Dislocated Workers Hires	5 Bonus Points
Registered SDV Sub-Contractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

SCOPE OF SERVICES

A. BACKGROUND

1. Third Party Administrator (TPA) and Managed Care services effective 12/12/17 are requested by Orange County (County) for claims from the following lines of Insurance:

Policy Term: April 1, 2017 to March 31, 2018

Coverage	SIR/Deductible (1)	Insurance Limit(1)
Workers' Compensation & Employers Liability (2)	Self-insured	Self-insured
Cyber Liability (3)	\$500,000	\$5,000,000
General Liability (4)	\$1,000,000	\$10,000,000
Automobile Liability(4)	\$1,000,000	\$10,000,000
Environmental Liability (5)	\$1,000,000	\$5,000,000
Auto. Physical Damage	\$250,000	\$63,000,000 est.
All Risk Property (incl. Boiler & Machinery and Terrorism)	\$500,000	\$1,000,000,000
Commercial Crime/Employee Dishonesty	\$50,000	\$1,000,000-5,000,000

The County's self-insurance program provides comprehensive coverage including errors & omissions, employment practices, products, malpractice, etc.

Note 1: The deductibles and limits vary by policy year.

Note 2: The County discontinued purchasing WC coverage 4/1/14.

Note 3: The County has purchased stand-alone cyber liability since 9/1/2012.

Note 4: The County did not purchase any liability coverage from 1985 through 09/99. Excess liability coverage has been purchased since 1999.

Note 5: The County has purchased a stand-alone environmental liability (including tank liability) coverage since 10/1/99.

2. Orange County

Orange County is a charter county located in Central Florida. It has an operating budget of over \$2.3 billion dollars, over 7,000 employees, annual payroll of \$414 million, a fleet of over 2000 vehicles, over 2,200 miles of roadways, 1,000 retention ponds, and over 700 facilities valued at an estimated \$3.7 billion, including the second largest convention center in the United States, a significant courthouse complex and corrections campus, water/wastewater plants, and landfills.

3. Risk Management Division

- a. The County's Risk Management Division administers the intergovernmental self-insurance program with a staff of 21 employees consisting of a Safety and Loss Prevention section, a Claims Analysis section, an Environmental section and a Risk Analysis section. In conjunction with the successful proposer, a significant portion of County staff time will be spent on claims management and control. The County generates approximately 1100 Workers Compensation claims and 300 GL/AL/EEOC/Property claims annually.
- b. A Risk Management Committee, representing all participating entities, meets weekly to review and approve all claim settlements and all initial workers compensation payments as well as subsequent workers compensation settlements.
- c. **Checks are issued by the TPA on TPA check stock and funded through an Orange County bank account.**

4. Self-Insurance Program Background

- a. Orange County originally implemented its property and casualty self-insurance program March 15, 1977. Current participants include the Board of County Commissioners, Clerk of Circuit Court, Comptroller, Property Appraiser, Supervisor of Elections and Tax Collector. **The Sheriff's Office is not currently included in the program.** The major operating departments are Fire, Corrections, Public Works, Utilities, and the Convention Center. An organization chart and other information is provided on our web site at www.orangecountyfl.net.

Claims services providers since inception of the self-insured program are:

Gallagher-Bassett	1978 through 09/83
Crum & Forster	10/83 through 09/88
Alexsis Risk Management	10/88 through 09/93
Johns Eastern	10/93 through 09/01
Crawford & Company	10/01 through 09/05
Unisource Administrators	10/05 through 01/09
ASC	02/09 through 09/14
PGCS	10/14 through 12/14
Johns Eastern	12/14 through 12/17

The awarded firm shall assume handling of all claims, closed and open.

- b. Orange County's formal risk management and self-insurance program is comprised of several important components, including:
 - i. Claims Management/Loss Control Emphasis:

The County's elected officials and top management teams have a long-

standing commitment to a sound risk management program with special emphasis on claims management and loss prevention/reduction. The Claims Analysis section provides oversight of the claims adjusting services. The Safety and Loss Prevention section performs safety audits and implements loss prevention programs, including loss prevention training for the County. In addition, the safety and loss prevention section is supported by full-time safety and training employees in the largest departments, including Corrections, Fire, Public Works and Public Utilities, as well as a network of safety coordinators.

ii. Risk Management Committee:

This committee is charged with responsibility for, and guidance of, the self-insurance program. The committee is comprised of high level administrative managers from Orange County who are uniquely familiar with, and committed to, the goals of the program.

iii. Light Duty Program:

The County has an aggressive light duty program.

5. Workers' Compensation Case Management

The County opted out of a Managed Care Arrangement in November 2003. The County maintains a listing of preferred medical providers that the TPA shall utilize. Addition and deletion of these providers is at the sole discretion of Orange County Risk Management.

B. THIRD PARTY ADMINISTRATOR'S (TPA) RESPONSIBILITIES

1. Orange County requires that the TPA assign the County an account manager with the following responsibilities:

- a. Participate in claim reviews of selected files.
- b. Act as service provider representative on any claim issues or problems.
- c. Act as liaison between the insurer, adjusters, field staff, Medical Management providers, Medical Network, Risk Management Information System department, and Orange County.

2. Status Reports

The TPA shall perform reviews of claims files as outlined in the Scope of Services. An example of a Claim Review Form that can be used is as follows:

CLAIM REVIEW FORM

Coverage (i.e., WC, GL, AL)		Policy Dates:	
Policy Number:		Loss Run valued as of:	
Claim Number:		Date of Loss:	
Claimant:		D.O.B./Age:	
Location:			
Description of Accident/Injuries:			
Claimant Attorney:			
Amounts Paid to Date:			
Medical/B.I.	Indemnity/P.D.	Expense	Total Paid
\$	\$	\$	\$
Current Reserves (INCLUDING AMOUNTS PAID):			
Medical/B.I.	Indemnity/P.D.	Expense	Total Reserves
\$	\$	\$	\$
Current Status:			
Recommended Action:			
Third Party Sources of Recovery:			
Authority/Additional Information Needed From Orange County :			
Projected Closing Date:			

The TPA shall provide the County with formal status reports on:

- i. any file reserved at \$ **10,000** or more
- ii. any reserve increase of \$ **10,000** or more
- iii. any file open over **SIX** months

The County may from time to time request interim reports or information on specific files. The proposal shall contemplate these additional costs as part of the pricing.

- 3. The local claim adjuster and/or claim supervisor shall be available to attend the weekly Risk Management Committee meetings, when requested.
- 4. The TPA shall provide an on-call adjuster who is available 24 hours per day, 365 days per year, in the event of an emergency.
- 5. The TPA shall not possess any settlement authority with respect to claims arising from any of the County's lines of insurance that it administers under this scope of services. Only Orange County Risk Management possesses that authority and will delegate it to the TPA as it deems necessary throughout the term of the contract.
- 6. An annual claims review audit shall be submitted to Orange County Risk Management by January 31. The audit shall be conducted at Orange County Risk Management's office. The County will provide a listing of claims to be audited two (2) weeks prior to the audit taking place. The audited files will be broken down as follows:
 - i. Sixty-five (65) Workers Compensation claims. Thirty-five (35) claims shall have dates of accident during the expiring contract year. Thirty (30) claims shall have accident dates prior to the expiring contract year.
 - ii. Thirty-five (35) Liability claims. Twenty (20) claims shall have dates of occurrence during the expiring contract year. Fifteen (15) claims shall have dates of occurrence prior to the expiring contract year.

Attached to the solicitation is an example of the audit sheet to be used. Failure to obtain an aggregate audit score of 90% or higher shall result in the TPA providing a formalized plan to correct the identified deficiencies. Two (2) consecutive audit scores of less than 90% may result in cancellation of the contract.

If the TPA scores an overall score of 95% or higher on the annual audit, the County will pay the following bonus as a direct pass through to its dedicated staff:

Supervisors, Adjusters, TCM	\$500
Assistants	\$250

7. Other General Responsibilities

The TPA shall:

- i. Provide a directory of claim offices and personnel assigned to the County. New copies shall be provided as updates become available.
- ii. Identify specific claim offices and/or resident adjuster locations that will service the County. The list shall identify claim manager, supervisors, and adjusters at each location along with their fax and phone numbers.
- iii. Provide **dedicated** claim personnel to be assigned and identified. In the event of a change in service personnel, the County requires advance notification and an introduction of new personnel within 30 days of such notification. **Orange County retains the right to approve or disapprove of all personnel assigned to this contract.**
- iv. Be available to meet with County personnel prior to program inception for introduction of dedicated claim representative(s), explanation of claim reporting instructions, and to establish communication and claim handling procedures.
- v. Provide claim service procedures to be approved by the Orange County Division of Risk Management prior to distribution to claim adjusters.
- vi. The TPA shall have \$0 in settlement authority and \$10,000 in reserve change authority.
- vii. Contact Orange County Risk Management prior to issuing a Notice to Controvert, or a Denial of Liability letter.
- viii. Develop service agreements pursuant to Orange County's request for ancillary claim services to include but not limited to surveillance, DME, transportation, translation and pharmacy programs. No ancillary claim service vendors will be authorized for use without prior Orange County Risk Management approval. Orange County Risk Management reserves the right to specify certain ancillary providers are used for the administration of this contract.
- ix. All staff dedicated to the Orange County Risk Management account shall be subject to the Orange County gift policy of accepting no gift from an ancillary service vendor with a monetary value greater than \$25. Violation of this provision may result in the removal of the dedicated staff from the Orange County Risk Management account.

8. Information Systems Requirements

- i. TPA shall provide daily and weekly check registers that provide detailed documentation of all payments issued during the previous day/week.
- ii. TPA shall provide weekly claim listing detailing initial reserve and description of incident.

- iii. TPA shall provide nightly downloads of claim system data to include payment information and adjuster/ncm notes to the County's risk management information system.
- iv. Orange County maintains all check releasing authority. All checks or wire transferred funds, regardless of the nature of the charges, shall adhere to this requirement. A formal check process shall be implemented when the contract is awarded.
- v. All allocated claims expenses shall be documented fully including allocated claims expenses charged by the TPA. The documentation shall state dates of service, invoice number and nature of the charges.

C. WORKERS' COMPENSATION CLAIMS STANDARDS

1. PROCESSING

- a. All files shall be created and assigned the proper facility code number and entered into the computer within 24 hours upon receipt of the first report.
- b. Orange County requires medical triage on all first reports noting an injury that requires medical treatment to determine the need for continuing Medical Case Management.
- c. A minimum reserve shall be established within 5 working days. Reserves shall be reviewed at 30 days, 60 days, 90 days, and at least every 90 days thereafter. File notes and status reports shall reflect reserves were reviewed.
- d. A diary system shall be established so that each case is reviewed at least every sixty (60) days, or more often as needed, for both the claim adjuster and Nurse Case Manager. File notes shall reflect the file was reviewed.
- e. Three point contact shall be completed within 24 hours. Files shall document attempts by phone. Call card/letter shall be sent to the injured worker if no phone contact is made in two attempts on successive days.
- f. All pre-approved payments, reserve revisions and file closings shall be promptly entered into the computer system.
- g. All indemnity injuries shall be reported to the Index Bureau as soon as possible upon receipt of the first report, and annually thereafter.
- h. Adjusters shall be limited to handling no more than 140 Lost Time Workers Compensation claims, 250 No Lost Time Workers Compensation claims and Nurse Case Managers shall be limited to handling no more than 70 claims.

- i. The TPA shall provide a toll-free claims reporting service.
- j. The TPA shall be responsible for all fines, penalties and interest arising directly or indirectly out of or caused in whole or in part by any act or omission of the TPA or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY. If the costs are required to be tracked by the State of Florida, Division of Workers Compensation as allocated expenses, the TPA shall issue a separate refund check to the County. If the costs are not required to be tracked as allocated expenses, the TPA shall pay the expenses directly.

2. FILE DOCUMENTATION

- a. The basis for initial reserves, reserve revisions and payments shall be clearly explained in the file. File notes shall clearly indicate contact with Orange County to discuss the reserves before established in the system.
- b. Specific direction on the investigation and handling of all indemnity cases shall be established within two (2) working days of receipt of the first report and clearly evidenced in the file. The extent of the direction will be based upon the seriousness or complexity of the case at hand.
- c. An initial claim status report shall be completed on all indemnity cases involving disability payments within fourteen (14) working days of receipt of the first report.
- d. Updated claim status reports shall be completed and placed in any indemnity file at forty-five (45) days, seventy-five (75) days, one hundred and five (105) days, and every ninety (90) days thereafter from the receipt of the first report. The summary shall include all information that relates to the direction and value of the case, as well as further work to be done and a target day for completion.
- e. All phone conversations, discussions, and meetings held on the case shall be clearly documented in each file.
- f. The diary schedule shall be clearly evidenced in the file.

3. INVESTIGATION

- a. Within 24 hours of receipt of the first report, contact shall be made with the reporting supervisor on all indemnity claims to verify work status and determine if there are any issues involving compensability.
- b. On all questionable indemnity cases, the adjuster shall obtain recorded or written statements from anyone who may have knowledge of the injury, including the claimant, witnesses and supervisor unless the file reflects a reasonable explanation for a delay in obtaining the statement. The case **shall be** discussed with Orange County Risk Management before any questionable indemnity case is accepted.

- c. The medical facility shall be contacted within twenty-four (24) hours of the initial office visit and prior to making the initial indemnity payment to establish the extent of injury, length of disability, and causal relationship of the injury to the job or alleged work-related incident.
- d. A medical report shall be obtained within twenty (10) working days of the first day of lost time and as often as needed thereafter to justify continuing indemnity payments. The medical facility shall be contacted within twenty-four hours of all medical appointments to verify all continuing indemnity payments.
- e. Contact shall be made with the injured employee and employer within 24 hours of receipt of the first report to establish the medical treatment plan and timely return to work. Ongoing contact with the injured employee shall continue through the life of the claim. **All Nurse Case Manager notes shall be part of the adjuster's file.**
- f. Where the length of disability or medical restrictions are questioned, after approval from Orange County, a field activity check/surveillance shall be conducted on the injured employee in order to determine if there is any work capability.
- g. Where a medical evaluation is questioned, an independent medical examination shall be scheduled, after prior approval from Orange County Risk Management has been obtained, with a qualified physician, providing to that physician any relevant medical and job information that will assist the physician in making an objective evaluation. The insured shall be provided with a copy of the consultative report.
- h. All medical bills received shall be reviewed for causal relationship to the accident/work-related injury.
- i. The basis for initial reserves, pre-authorized reserve revisions and pre-approved payments shall be clearly explained in the file.
- j. Specific direction on the investigation and handling of all indemnity cases shall be established within two (2) working days of receipt of the first report and clearly evidenced in the file. The extent of the direction will be based upon the seriousness or complexity of the case at hand.
- k. An initial file summary shall be completed on all indemnity cases involving disability payments within fourteen (14) working days of receipt of the first report.
- l. Where needed, rehabilitation and/or retraining shall be recommended. The recommendation shall be discussed with Orange County. If Orange County does not have a job available, rehabilitation shall be initiated as soon as practicable and the progress shall be closely monitored and controlled. Orange County shall be provided with a copy of all rehabilitation plans.

- m. Subrogation/contribution/coordination of benefits possibilities shall be promptly recognized and investigated, including (where needed) preservation of needed evidence and the use of appropriate experts to provide a basis for recovery. No expense for pursuit shall be incurred, and no third party shall be put on notice without client approval. The cost for all recovery efforts shall be part of the proposal with no separate costing listed.
- n. Outside services shall be used only where necessary, on a limited investigation basis, and only after approved by Orange County. The file shall include the reason for the outside assignment and the approving source at Orange County. There shall be direction and control exercised on the outside person retained. Orange County will approve an outside vendor list for ancillary services such as surveillance, transportation and DME.
- o. All "medical only" cases, except those automatically closed by the computer, shall be reviewed for closing at least every 60 days.
- p. Settlement evaluation shall be made promptly, based on information included in the file, as well as other criteria by which a value may be based.
- q. Where warranted, settlement shall be pursued in a timely and aggressive manner, and all negotiations shall be handled or managed internally by the claims person assigned to the case.
- r. All proposed settlements shall be discussed in advance with Orange County. A written status report giving a brief description of the claim, the proposed settlement, and the rationale behind the settlement shall be delivered to Orange County Risk Management prior to claim discussion or thirty (30) days prior to mediation.

4. LITIGATION MANAGEMENT

- a. Cases shall be referred to an attorney only on those cases requiring legal intervention, i.e., need for deposition, appearance at legal proceedings, etc.
- b. Good judgment shall be used in deciding on the need for legal counsel.
- c. Legal counsel shall be selected on the basis of needed expertise from a list of defense firms contracted by Orange County. Assignments shall be made on a rotational basis and assignments shall be tracked and documented.
- d. Within three (3) working days of referral of the case to defense counsel, a letter shall be directed to the attorney, outlining the case status, work to be done, by whom and in what time frame.
- e. Defense counsel shall not be authorized to perform or request anything that could be accomplished just as effectively, efficiently, and economically by the claims staff member.

- f. Within thirty (30) days after receipt of the case, defense counsel's written opinion as to compensability, value and settlement/defense strategy shall be obtained. Orange County shall be provided with a copy of defense counsel's report.
- g. Orange County may require the TPA to employ the services of an outside vendor for legal bill review. The TPA shall charge the cost of this to the file as an allocated expense.
- h. Settlement authority shall be obtained in accord with Orange County's authority requirements.

5. REPORTING REQUIREMENTS

- a. If a claim meets any of the following conditions:

- Reserves are at or above \$10,000.

- The claim involves a "serious injury". Serious injury includes death, cardiac disease, back problems involving surgery, serious burns or disfigurement, paraplegia, quadriplegia, amputation, loss of sight or hearing, brain damage, or any other extreme permanent injury.

- The claim is litigated.

Follow the steps, as indicated below:

- i. The loss shall be telephoned immediately to the designated representative of Orange County.
 - ii. An initial written report in an approved format shall be completed and submitted to the designated representative of Orange County, all within fourteen (14) days after the defined reporting condition is met.
 - iii. Supplemental written status reports shall be completed and submitted to the designated representative or as requested of Orange County at least every ninety (90) days following the initial report, and shall include any pertinent information that could reasonably affect the ultimate value of the claim.
- b. Within two (2) days of pre-approved reserve increase of \$10,000 or more, a written explanation of the increase and the basis for it shall be sent to the designated representative of Orange County.
- c. Report, via an approved topical captioned format, to Orange County and specified excess insurers. The reports shall; comply with reporting obligations of Orange County. If requested by Orange County or the excess insurer, provide such insurer with necessary information on the current status of related claims or losses.

- d. Be available to meet with Orange County quarterly to review selected claims as provided by Orange County.
- e. Attend, in person, the weekly Risk Management Committee meeting. This service is considered part of the scope of service and proposers shall consider this requirement when preparing their response.
- f. Review with Orange County all open claims at time of unit statistical filing.

6. COMMUNICATION

- a. The TPA shall maintain open, general lines of communication Orange County on a continual basis. This shall include notification to the insured prior to any pretrial or Workers' Compensation hearing, the notice to include the approach to be used and a copy of the actual trial notice.
- b. The TPA shall respond to reasonable requests made by Orange County in a timely and cooperative manner.
- c. Site visits as necessary shall be conducted in order to:
 - i. Educate personnel on relevant laws/rulings and claim handling procedures that affect any case.
 - ii. Discuss specific cases of concern.
 - iii. Resolve any problems involving the claim service program.
- d. The TPA shall advise Orange County of any Workers' Compensation legislative changes that may impact their management or processing of Workers' Compensation claims.
- e. Phone calls from Orange County or injured employee shall be returned the same working day. All other requests from Orange County shall be responded to in a timely manner.
- f. The TPA shall communicate to Orange County changes involving the dedicated adjusters at least thirty (30) days prior to the requested change and no changes shall be made without prior Orange County Risk Management approval.

D. AUTOMOBILE /GENERAL LIABILITY / PROPERTY / CRIME / EMPLOYMENT PRACTICES LIABILITY CLAIMS STANDARDS

1. PROCESSING

- a. Within one (1) working day of receipt of the first report, files shall be created, reserved and assigned the proper facility code number and necessary data shall be entered into the information system.

- b. A minimum reserve shall be established within 5 working days. Reserves shall be reviewed at 30, 60, and 90 days and every 90 days thereafter. File notes shall reflect reserves were reviewed
- c. A diary system shall be established so that each case is reviewed at least every sixty (60) days, or more often as needed. File notes shall reflect the file was reviewed.
- d. Contact with the injured party and the reporting supervisor shall be completed within 24 hours. Files shall document attempts by phone. Call card/letter shall be sent to the injured party if no phone contact is made in two attempts on successive days. A fax shall be sent to the Orange County Risk Management Department advising a letter has been sent.
- e. All pre-approved payments, reserve revisions and file closings shall be promptly entered into the computer system.
- f. All claims involving Bodily Injury or Property Damage injuries shall be reported to the Index Bureau or Property Insurance Loss Report as soon as possible upon receipt of the first report, and every six months thereafter.
- g. The reserve shall take into consideration all potential payments including expenses.
- h. Adjusters shall handle no more than 140 claims (claims with multiple coverage lines shall be deemed as a single claim).
- i. The TPA shall provide a toll-free claims reporting service.

2. FILE DOCUMENTATION

- a. The basis for initial reserves, reserve revisions and payments shall be clearly explained in the file. File notes shall clearly indicate contact with Orange County to discuss the reserves before established in the system.
- b. Specific direction on the investigation and handling of all cases shall be established within two (2) working days of receipt of the first report and clearly evidenced in the file. The extent of the direction shall be based upon the seriousness or complexity of the case at hand.
- c. An initial claim report shall be completed on all Bodily Injury and Property Damage cases within fourteen (14) working days of receipt of the first report.
- d. Updated claim status reports shall be completed and placed in any indemnity file at forty-five (45) days, seventy-five (75) days, one hundred and five (105) days, and every ninety (90) days thereafter from the receipt of the first report. The summary shall include any and all information that relates to the direction and value of the case, as well as further work to be done and a target day for completion.

- e. All phone conversations, discussions, and meetings held on the case shall be clearly documented in each file.
- f. The diary schedule shall be clearly evidenced in the file, and file notes shall assure reserves were reviewed for adequacy and accuracy each time the file is reviewed for any reason.

3. INVESTIGATION

- a. Within 24 hours of receipt of the first report, contact shall be made with the reporting supervisor and claimant if claim submitted, on all claims to discuss any issues involving liability.
- b. On all liability cases, the adjuster shall obtain recorded or written statements from anyone who may have knowledge of the facts of the incident, and the injury, including the claimant, witnesses and supervisor unless the file reflects a reasonable explanation for a delay in obtaining the statements. The case shall be discussed with Orange County Risk Management before any questionable liability case is accepted.
- c. Complete medical reports shall be obtained for each injury claim before requesting a reserve increase or settlement authorization. The file shall document any unsuccessful attempts to obtain medical information.
- d. Where medical evaluation is questioned, an independent medical examination shall be scheduled with a qualified physician, providing to that physician any relevant medical and job information that shall assist the physician in making an objective evaluation. Orange County shall be provided with a copy of the consultative report.
- f. The basis for initial reserves, pre-authorized reserve revisions and pre-approved payments shall be clearly explained in the file.
- g. Subrogation/contribution/coordination of benefits possibilities shall be promptly recognized and investigated, including (where needed) preservation of needed evidence and the use of appropriate experts to provide a basis for recovery. No expense for pursuit shall be incurred, and no third party shall be put on notice without Orange County approval.
- h. Any County property that sustains damage that is non-repairable shall be put to bid for salvage. The TPA shall request authority to obtain a salvage bid and coordinate the salvage process.
- i. Outside services shall be used only where necessary, on a limited investigation basis, and only after approved by Orange County. The file shall include the reason for the outside assignment and the approving source at Orange County. There shall be direction and control exercised on the outside person retained.

- j. Where warranted, any pre-approved settlement shall be pursued in a timely and aggressive manner, and all negotiations shall be handled or managed internally by the claims person assigned to the case.
- k. All proposed Settlements shall be discussed in advance with Orange County. A written status report giving a brief description of the claim, the proposed settlement, and the rationale behind the settlement shall be delivered to Orange County Risk Management prior to claim discussion.

4. LITIGATION MANAGEMENT

- a. Cases shall be referred to an attorney only on those cases requiring legal intervention, i.e., need for deposition, appearance at legal proceedings, etc. and after discussion with Orange County.
- b. Good judgment shall be used in deciding on the need for legal counsel. All rationale for assignment of defense counsel shall be clearly documented in the file.
- c. Legal counsel shall be selected on the basis of needed expertise from a list of defense firms contracted by Orange County. Assignments shall be made on a rotational basis and must be tracked.
- d. Within three (3) working days of referral of the case to defense counsel, a letter shall be directed to the attorney, outlining the case status, work to be done, by whom and in what time frame.
- e. Defense counsel shall not be authorized to perform or request anything that could be accomplished just as effectively, efficiently, and economically by the claims staff member.
- f. Within thirty (30) days after receipt of the case, defense counsel's written opinion as to liability, value and settlement/defense strategy shall be obtained. Orange County shall be provided with a copy of defense counsel's report.
- g. Orange County may require employing the services of an outside vendor for legal bill review. The TPA shall charge the cost of this to the file as an allocated expense.
- h. Settlement authority shall be obtained in accord with Orange County's authority requirements
- i. All defense firms shall abide by Orange County Litigation Management Guidelines.

5. REPORTING REQUIREMENTS

- a. If a claim meets any of the following conditions:

--Reserves are at or above 10,000.

--The claim involves a "serious injury". Serious injury includes death, heart attack, back problems involving surgery, serious burns or disfigurement, paraplegia, quadriplegia, amputation, loss of sight or hearing, brain damage, or any other extreme permanent injury.

--The claim is litigated.

Follow the steps, as indicated below:

- i. The loss shall be telephoned immediately to the designated representative of Orange County.
 - ii. An initial written report in an approved format shall be completed and submitted to the designated representative of the insured, all within thirty (30) days after the defined reporting condition is met.
 - iii. Supplemental written status reports shall be completed and submitted to the designated representative of the insured at least every ninety (90) days following the initial report, and shall include any pertinent information that could reasonably affect the ultimate value of the claim.
- b. Within two (2) days of pre-approved reserve increase of \$10,000 or more, a written explanation of the increase and the basis for it shall be sent to the designated representative of Orange County.
 - c. Report, via an approved topical captioned format, to Orange County and **specified excess insurers**.. The reports shall comply with reporting obligations of Orange County. If requested by Orange County or the excess insurer, provide such insurer with necessary information on the current status of related claims or losses.
 - d. Be available to meet with Orange County up to quarterly to review selected claims
 - e. Attend the weekly Risk Management Committee meeting, if requested

6. COMMUNICATION

- a. Open, general lines of communication shall be maintained with Orange County on an ongoing basis.
- b. Reasonable requests made by Orange County shall be responded to in a timely and cooperative manner.
- c. Site visits as necessary shall be conducted in order to:

- i. Educate personnel on relevant laws/rulings and claim handling procedures that affect any case.
 - ii. Discuss specific cases of concern.
 - iii. Resolve any problems involving the claim service program.
- d. Changes involving the dedicated adjusters shall be communicated to Orange County at least thirty (30) days prior to the change being made.
 - e. Payments, reserve revisions and file closings shall be promptly entered into the computer system with accurate assignment of facility codes.
 - f. Bodily injury cases shall be reported to the Index Bureau as soon as possible after receipt of the first report. They shall be re-indexed every nine to twelve months thereafter until the case is closed.
 - g. The reserve shall take into consideration probable payments related to the loss, including liability, allocated expenses and claim service fees. Reserves shall take into consideration the liability, damages, expenses and all factors necessary to determine the estimated amount Orange County will be required to pay.

QUESTIONNAIRE #1

CLAIMS SERVICES

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

A. Service Requirements

1. Advise how a Claim Account Executive will be assigned to monitor the County's account in reference to claim services and medical maintenance services.
2. State the location of the claims office that will be assigned to manage the County's account. Include office size, organizational chart, and number of years in business.
3. Describe the structure of the claims unit that will be responsible for the management of claims. Include a proposed organizational structure to the account team.

B. Handling Standards

1. Please outline your standards for handling claims including, but not limited to:
 - a. Your philosophy and/or guidelines for management when a claim arises
 - b. The adequacy and frequency of medical treatment
 - c. Relationship between the nature of injury and the length of disability
 - d. Expedient Return-to-Work Program
 - e. Verification of the compensability of the claim including subrogation possibilities
 - f. Approach to using legal/outside counsel

2. Is there an audit program in place?
 Internal External(SAS 70 Available) No

Please answer the following:

- a. Frequency of audit?
- b. Number of claims reviewed?
- c. Method of file selection?
- d. Who conducts review?

Provide a copy of your internal audit controls including your process for vendor input, payment input and approval and your process for ensuring timely claim closures.

3. Do you audit reserve accuracy? If so, describe the process and participants. Is this conducted for each office or each examiner?
4. Describe the role of the claim supervisor. Include supervisory activities; guidance, monitoring of adjuster's claim management, etc.

5. To what extent is the claim process computerized? Do you maintain physical, paper files in the office?
6. If paper, where are the claims files maintained in your office? Is there a central filing room or are the files maintained at the adjuster's desk. Indicate how your file maintenance meets HIPAA requirements. Provide a flow chart of how all mail flows through the office.
7. If physical files are maintained, how are the files maintained? What forms and documents are maintained in a paper file? What is your destruction policy for paper files?
8. How are new claims assigned? What are the criteria for assigning claims for each line of business:
 - a. Workers Compensation: Medical only vs. Indemnity
 - b. General Liability: Bodily Injury vs. Property Damage
 - c. Automobile Liability : Bodily Injury vs. Property Damage
 - d. Product Liability
 - e. Employment Practices Liability Claims (EPL)
9. For each line of business, lead us through a typical claim from the time that it has been reported via 1-800 reporting, created and assigned to an adjuster.
10. Who pays the medical bills? How is the person supervised? What criteria are used or available to assure accurate adjustments? Provide a flow chart that illustrates the process from the time the bill is received until payment is issued.
11. Do investigation services include the items below? Explain.
 - a. Interviews and statements of claimant, witnesses, other employees?
 - b. Site/Equipment Inspections
 - c. Evidence Preservation
12. Does the evaluation process include the following? Explain.
 - a. Liability Assessments
 - b. Compensability Determinations
 - c. Damage Assessments/Appraisals
 - d. Injury Evaluation
 - e. Disability/Dependency Verifications
 - f. Wage/Income Loss Verifications
 - g. Business Interruption Determinations
 - h. Loss of Value Assessments
 - i. Reserve Evaluation
13. Do claim management responsibilities include the following? Explain.
 - a. Medical Management/Audits
 - b. Salvage Management/Disposal
 - c. Subrogation
 - d. Statistical Input
 - e. Lawsuit Management
 - f. Negotiation/Settlement
 - g. Structured Settlements

14. Do supervisory services include: Explain.
 - a. Claim Audits
 - b. Reserve Audit and Evaluation
 - c. Statistical Analysis
 - d. Lawsuit/Litigation Control
 - e. Account Liaison
15. Who is responsible for the filing of workers compensation State Forms?
Provide a breakdown of clerical staff job duties and adjuster job duties.

C. Manual vs. System Check Issuance

1. Who is involved in producing, approving, signing, and releasing checks? Attached is Orange County's current check process (Attachment 1). Can you replicate this process? If not, provide your proposed process.
2. Can you provide cancelled checks for these payments?
3. Can you provide a daily and weekly check register for these payments?
4. What is the turnaround time for your checks to be issued?
5. Where are the checks issued? List city and state.

D. Adjuster Experience

1. Indicate the percentage of turnover, by year, in your claim operation for the last three years.
2. State if adjusters handle field investigations, attend trials, interview witnesses, etc. If not, who provides this service? Why? Are these services included in your proposal?
3. What system do you have in place to provide coverage for adjusters who are ill, on vacation, out of the office, etc.? Please explain.
4. What office support staff exists in each service office? How will they be used to assist the adjusters in servicing claims?
5. Do you have different tiers or levels to promote claim adjusters with more seniority/experience and performance demonstrated capabilities? If not, how are claim adjusters promoted?
6. Briefly describe claim staff and clinical staff performance evaluation criteria. How often are reviews conducted?
7. Do personnel who will be involved hold professional designations in their areas of expertise? Attach biographies of suggested adjusters if available.
8. What are the minimum qualifications required for entry level claim examiners?

9. Who develops and conducts your training programs?
10. Describe your training program for all levels of adjusters.
11. What processing or administrative restrictions are placed on new hires/trainees? What requirements must be met for release from training?
12. Is there a probationary period for new hires? If yes, how long is it?
13. What types of ongoing/advanced training have been provided to examiners over the most recent 12-month period?
14. What reference materials/documentation are available to the claim staff?
 - a. Systems Manual
 - b. Procedure Manual
 - c. Client Service Agreement
 - d. State Jurisdictional Laws
 - e. Merck Manual
 - f. Medical Dictionary
 - g. PDR
 - h. Medical or Managed Care Criteria or Protocols
 - i. ICD-9 Codes
 - j. CPT-4 Codes
 - k. Continuing Education Classes / Training
 - l. Dubreil Florida Worker's Compensation Handbook
 - m. Other
15. How would you staff our account? Would you attempt to hire staff currently handling the account from the incumbent TPA or use existing staff? If proposing existing staff, provide comprehensive resumes.

E. Claim Reporting

1. Do you own the toll free claim reporting service or lease it?
2. If you lease, what is the cost to you per claim, or annually for use of the service?
3. Are systems in place such that emergencies during non-business hours, weekends, or holidays can be handled in an efficient and timely manner? Describe the process and how emergency adjuster service is reached.
4. Can claims be reported via the internet?
5. How many hours does it take for newly reported claims to enter the system?
6. Are the questions asked during a reported claim customizable by account?
7. Provide your internal process for establishing a claim.

F. Other Services

1. Advise your capabilities in the following areas: (and the accessibility of these services to our client)
 - a. Vocational Rehabilitation
 - b. Medical Cost Containment
 - c. Investigative Capabilities

G. Claim Management

1. For Workers Compensation claims what are the adjusters' time requirements to contact:
 - a. The claimant?
 - b. The treating physician?
 - c. The insured?
2. For Property claims what are the adjusters' time requirements to contact:
 - a. The insured?
3. For Automobile claims what are the adjusters' time requirements to contact:
 - a. The insured?
 - b. The claimant?
4. For General Liability claims what are the adjusters' time requirements to contact:
 - a. The insured?
 - b. The claimant?

For EPL claims what are the adjusters' time requirements to contact the insured?

6. Please provide copies of all information sent to an injured worker at the inception of a claim including contact letters.
7. Provide a copy of your internal quality standards for both the nurse case manager and the adjuster.
8. Fire Fighters, Paramedics and Correctional Officers are subject to Occupational Disease claims and F.S. 112.181. Provide a detailed summary of your firms experience in handling these types of claims.
9. What is your reserving philosophy?
 - a. Reserve to maximum exposure
 - b. Reserve to expected exposure
 - c. Reserve based on physical evidence in file
 - d. Provide a copy of your reserve worksheet, indicate if it can be reviewed in you information systems notes, and provide a narrative of your reserving philosophy.
10. Do you use reserving software? Explain your reserving software process.

11. Do you have vendor service agreements for the following? If so, name firms.
 - a. Investigative firms
 - b. Surveillance firms
 - c. Prescription drugs
 - d. Physical Therapy
 - e. Durable Medical Equipment
 - f. Transportation
 - g. Vocational Assessment
 - h. MRI/CT Scan/Diagnostic Studies
 12. Do you require client use of your vendor service agreements or can the client require use their own preferred vendors?
 13. What is your process for reviewing vendor eligibility?
 14. What security measures are in place to ensure only approved vendors are eligible for payment?
- H. Recovery Services, etc.
1. Explain how you identify and process Subrogation Claims.
- I. Settlement
1. How do you determine when a file is ready for settlement?
 2. Who participates in settlement conferences?
 3. What is your procedure for negotiating a settlement?
 4. What is your opinion on zero settlement authority?
- J. Litigation Management
1. How do you evaluate, and monitor outside counsel?
 2. How do you evaluate and monitor defense bills and billing services?
 3. How do you review legal defense bills?
 4. The successful Proposer may be required to outsource the legal bill review process to a vendor. Is this a problem? Explain.
 5. Provide guidelines for referral to defense counsel. Provide a narrative of those activities which you feel should be directed to an attorney and which should be completed by claims staff.

AUTO AND GENERAL LIABILITY CLAIM MANAGEMENT

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

- A. Handling Standards

1. Where are your appraisal locations in Orange County?
2. For claims involving bodily injury:
 - a. Are medical bills reviewed for medical necessity and related treatment?
 - b. Are medical bills reviewed for reasonable and customary or fee schedule compliance?
 - c. What are the guidelines for obtaining Independent Medical Evaluation's (IME)?
 - d. Describe your contact guidelines for all new liability claims.
 - e. When are on site investigators utilized?

PROPERTY CLAIM MANAGEMENT

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

A. Handling Standards

1. Do you have dedicated property claim adjusters on staff? If so, attach comprehensive resumes. If not, how do you propose to handle Orange County's property losses?
2. If you use an outside vendor, identify the vendor and your selection criteria.
3. Describe a typical large property loss investigation from first notice to ultimate settlement.
4. What is your property adjuster's response time to a new loss?
5. Will your adjuster assist Orange County in assembling and presenting documentation of a loss to the carrier? Explain in detail including:
 - a. Business Interruption
 - i. revenue loss (if any)
 - ii. extra expense
 - iii. additional expense
 - b. Property Damage
 - i. physical loss – building and contents
 - ii. improvements and betterments
 - iii. code upgrades
 - c. Valuation
 - i. actual cash value vs. replacement cost
 - ii. use of in stock items
 - iii. repair vs. replacement
6. Do you have vendor agreements with specialty service providers? E.g., building contractors, furniture equipment and suppliers, surveyors, salvage firms, and law firms with practice specialty.

CRIME/FIDUCIARY CLAIM MANAGEMENT

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

A. Handling Standards

1. Do you have dedicated crime/fiduciary claim adjusters on staff? If so, attach comprehensive resumes. If not, how do you propose to handle Orange County's property losses?
2. If you use an outside vendor, identify the vendor and your selection criteria.
3. Will you agree to allow Orange County to review and edit any written document before release to the insurance company?
4. Do you have vendor agreements with specialty service providers? e.g., private detectives, surveillance firms, forensic investigators, and law firms with practice specialty.
5. What is your crime/fiduciary adjuster's response time to a new loss?
6. Will your adjuster assist Orange County in assembling and presenting documentation of a loss to the carrier? Explain in detail including:
 - a. Determination of loss
 - b. Documenting nature of loss
 - c. Documenting extent of loss
 - d. Revenue/physical loss

EPL CLAIM MANAGEMENT

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

A. Handling Standards

1. Do you have dedicated EPL claim adjusters on staff? If so, attach comprehensive resumes. If not, how do you propose to handle Orange County's EPL losses?
2. If you use an outside vendor, identify the vendor and your selection criteria.
3. Will you agree to allow Orange County to review and edit any written document before release to the insurance company?
4. What is your EPL adjuster's response time to a new loss?
5. Will your adjuster assist Orange County in assembly and presenting documentation of a loss to the carrier?

QUESTIONNAIRE #2

MEDICAL MANAGEMENT SERVICES

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

A. Service Provider

1. Is the proposed medical management provider owned or subcontracted? If subcontracted, identify the name of the company.
2. Describe your early intervention program and how effective and timely communication occurs to the injured employee, the client and all providers. Describe in detail.
3. What are your standards for telephonic contact with injured employees and employers? What ongoing telephonic contact with the injured employee takes place? How often? Are there performance criteria for contact? If so, explain.
4. Provide a copy of your standard medical investigation format utilized by the triage nurse. Indicate if triage nurses utilized are RN's or LPN's.
5. When will medical providers follow up with your claim representatives to review diagnosis, proposed medical treatment plan, and targeted return to work date? How does this occur?
6. Who is your Preferred Provider Organization (PPO) Network? Do you have more than one? If so, please explain.

B. Disability Case Management

1. Are nurse case managers and adjusters housed at the same location? Explain how they communicate, share file information, post notes and comments in the claim file.
2. How does your Workers' Compensation (WC) Disability Case Management interact with your claim adjusting staff?
3. Explain in detail within what amount of time three point contact is accomplished.
4. Describe your WC Disability Case Management Program. What process is used to determine if a case qualifies for Nurse Case Management?
5. Do Registered Nurses or non-health care professionals provide WC Disability Case Management? What are their credentials?
6. Describe your methods for measuring results/outcomes with WC disability case management? How do you quantify "soft savings"?

7. How will Disability Case Management activities, updates and results be reported to Orange County? To the adjusters? How frequently will progress reports and telephonic updates be made to Orange County? To the adjusters? Include a sample report.
8. Identify any of your certifications and/or accreditation for WC disability case management services.
9. Do you have physician advisors available for WC Disability Case Management? Are they employed staff advisors, or subcontracted vendors? If so, name the vendor and explain the selection criteria.
10. When do you refer a WC case to a physician advisor?
11. Describe your special programs, approaches and resources to facilitate return to work.
12. Explain your WC Disability Case Management diary process. What is the minimum number of diary days for a claim?
13. The medical facility will be contacted prior to making the initial indemnity payment to establish the extent of injury, length of disability, and causal relationship of the injury to the job or alleged work-related incident. Please indicate which treatment guidelines your firm adheres to. Please indicate under what circumstances a claim would be referred for a concurrent, retrospective or prospective review. Does your firm perform these reviews internally or refer them to another firm?

C. Medical Bill Review/Utilization Management

1. Describe your medical bill review services for Workers' Compensation, including:
 - a. Identify upcoding
 - b. Identify unbundling of outpatient, surgical, laboratory, or diagnostic procedures
 - c. Application of State Fee Schedule
 - d. Identification of Usual and Customary rates
 - e. Identification of unnecessary services/procedures
 - f. Identification of duplicate billings
 - g. Identification of PPO discounts
2. Do you screen all WC medical bills? If no, what dollar thresholds do you use to screen WC medical bills?
3. Are bills reviewed for the following edits?

a. Upcoding	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Explain
b. Unbundling	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Explain
c. Duplication	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Explain
d. Fee schedule	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Explain
e. UCR	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Explain

4. Describe how you charge for medical bill review services and for utilization review services.
5. Do you require clients to utilize your medical bill review services? Provide the percentage of clients that do use your medical bill review services.
6. Are your medical and hospital bill review services automated or manual?
7. How is the bill review system updated on current Fee Schedules, Usual & Customary fees? Explain in detail.
8. Describe the credentials of staff conducting manual bill reviews.
9. What is your turnaround time standard for processing/paying medical bills?
10. Are all medical bills paid at the appropriate rates set by the jurisdiction? Are there exceptions? Please explain.
11. Do you have criteria for identifying excessive/inappropriate medical treatments? Do you use software to determine thresholds for treatments? Is the software purchased/leased or is it your own custom product?
12. Do you have nurses conducting utilization management? Do non-health care professionals conduct any utilization management?
13. What is the source of your clinical guidelines for determining if a recommended medical treatment or program is medically necessary?
14. What is the overall savings percentage for your company's medical bill review program? Indicate gross and net savings. Provide a breakdown by category, if available. Indicate all of the elements that are included in your savings calculations. Provide a report by specialty in the Central Florida area.
15. Do you have an appeals process for challenged claims from medical providers (i.e., rebundled surgical procedures, revisions to state Workers' Compensation fee schedule, etc.)? Please describe.
16. Describe your appeal process for disputed medical bills.
17. Describe discounts where you can obtain greater reductions than given under the state Workers' Compensation fee schedule.
18. Does the Utilization Review Accreditation Commission (URAC) accredit your company or the proposed subcontractor? If not, are you planning to apply for accreditation?
19. Do you outsource or subcontract any services to other vendors? If so, list those vendors you have relationships with and the services they provide for you.

D. Preferred Provider Organization (PPO) Networks

1. Are your PPO network(s) owned or leased? Identify for your PPO relationships (i.e., owned, leased or no presence), the terms of the agreement, and the party responsible for any problems, concerns or complaints about the medical providers and/or the network.
2. Provide a list of the service providers and facilities available in each PPO for the following counties: Orange, Seminole, Brevard, Volusia, Lake and Osceola.
3. Describe in detail your credentialing process for physicians, hospitals, medical centers, clinics, ambulatory surgical centers, etc.
4. Describe in detail the nomination process for inclusion in your network (s). What is the average timeframe for your network to credential a nominated medical provider?
5. How many times a year are Network Provider listings updated? Is the listing available over the Internet?
6. Do your Networks provide a toll free number to access medical providers based upon their geographic distance to employee and Orange County's locations?
7. Identify any discount purchasing plans or specialty provider networks that you have access to such as:
 - a. Prescription drugs
 - b. Diagnostics, including imaging
 - c. Home health care services,
 - d. Durable medical equipment,
 - e. Physical and occupational therapy
 - f. Medical transportation
8. What education do adjusters receive, including provision of criteria to access programs such as utilization review, rehabilitation, and hospital bill audit?

QUESTIONNAIRE #3

INFORMATION SYSTEMS

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

Orange County makes extensive use of management information systems for claim, financial, and risk management reports. Please provide print screens demonstrating showing how this information is displayed.

A. Loss Information

1. Does your MIS system include the following data fields:
 - a. Claimant Name/Claim Number
 - b. Claimant's Social Security Number
 - c. Accident Date/Accident Cause
 - d. Description of Accident
 - e. Age/Date of Birth
 - f. Occupation/Classification Code
 - g. Indemnity - Paid/Reserve/Total Incurred/Open/Closed/Reopened
 - h. Medical - Paid/Reserve/Total Incurred/Open/Closed/Reopened
 - i. Rehabilitation - Paid/Open
 - j. Legal Expense - Paid/Open
 - k. Type of Injury
 - l. Part of Body Affected
 - m. Multiple Body Parts Affected
 - n. Number of Days to Report Claim
 - o. Time of Day
 - p. Hire Date
 - q. Accident Location sorted by City/State/Division/Department/Reporting Location
 - r. Occupational Illness
 - s. Occupational Injury
 - t. Subrogation-Active Claim vs. Non-active Claim
 - u. Special Disability Fund (SDF) – Active Claim vs. Non-active Claim
 - v. Expense Information
 - w. Incident vs. Claim
 - x. Termination Date
 - y. Return To Work Date
 - z. Light Duty Beginning and Ending Date (Multiple Times)
 - aa. Convert/Denied Claim
 - bb. Litigation status
 - cc. Defense and Plaintiff Attorney assigned to the claim
 - dd. Authorized Medical Providers along with Medical Discipline

2. Can you provide the following types of reports: Provide examples.
 - a. Open vs. Closed
 - b. Claims By Division/Department/Section
 - c. Percent Indemnity vs. Percent Medical

- d. Number of Claims Per Year
- e. Number of Open and Closed Claims – Policy Year vs. Annual
- f. Length of Time Claim Stays Open
- g. Litigated vs. Non-Litigated
- h. Cause/Type of Loss/Injury
- i. Body Parts/Multiple Body Parts
- j. Average Cost per Claim per Division/Location/Department
- k. Lost Time Days
- l. Light Duty Days
- m. Time of Injury
- n. By Adjuster
- o. Closing Ratio by Year/Month
- p. Reopen Ratio by Year/Month
- q. Average Cost of Claim
- r. Closing/Reopening Ratios

3. Does your system link multiple claims arising out of a single occurrence? How? Provide examples.
4. Describe your capabilities to do reports “as of” a specified date. Provide examples.
5. Explain your capabilities to do loss stratification e.g.:

0	-	25,000
25,000	-	50,000
50,000	-	100,00
		0
Over	-	100,00
		0

6. Describe Orange County’s access to your system for off-site review of payments, file notes, reserves, reserving worksheets and status reports. Explain if you do not have this capability.
7. Describe your flexibility in revising your standard reports.
8. Does adjuster have access to nurse case manager notes and vice versa? Please explain.
9. Are nurse case manager notes incorporated into adjuster notes? Please explain.
10. Will Orange County have access to all notes? Please explain.
11. Will Orange County have the capability of creating on-line real-time reports?
12. How often do you update your on-line database?

B. Medical Management Reports

1. Is your system capable of reporting for cases the following?

- a. Diagnostic Codes (ICD-9).
 - b. Length of Hospital Stay.
 2. Do you have the capability to capture medical provider data that can be used to assess physician practice patterns (types of treatments, surgeries, disability duration, frequency of visits, lab tests)? If yes, provide a sample report.
 3. Explain in detail how provider notes will be incorporated into adjuster's notes.
- C. Specialized Data
1. Describe the ability of Orange County to add user-defined fields for County use.
- D. Billing Features
1. Does your system capture billings, invoices and payments?
 2. Do you issue 1099's to vendors? Please explain.
- E. System Accuracy
1. Describe audit/edit features to catch mistakes. Example: duplicate payments or files, incorrect codes, over payments, etc.
- F. On Line/Real Time
1. How soon are adjuster notes available for on-line viewing by Orange County?
 2. How soon are nurse case manager notes available for on-line viewing by Orange County?
 3. How soon are defense counsel reports available for on-line viewing by Orange County?
 4. How soon are medical reports available for on-line viewing by Orange County?
 5. How soon are return State forms available for on-line viewing by Orange County?
- G. Down Loading Capabilities
1. Describe your ability to provide daily data transfers to a separate claims administration software.
- H. Litigation Management
1. Is your system designed to track all litigation activity (including WC), highlighting information such as judge, court, plaintiff, plaintiff attorney, defense attorney, etc.?

2. Is your system able to run reports of all claims in litigation, by type of claim, jurisdiction, etc.?
 3. Is your system able to run reports on litigation cost by type of claim, jurisdiction, law firm, etc.?
- I. Loss Developing/Forecasting
1. Is your system able to trend and develop ultimate losses for prior and future years? Please explain or provide examples.
- J. Cost-Saving Reports
1. Provide medical saving reports demonstrating cost effectiveness of medical cost containment programs. e.g. Workers Compensation: To fee scheduling per state; To fee scheduling per network.
- K. Management Reports
1. Provide a hard copy of all standard reports that will assist Risk Management Department in communicating information to upper management.
- L. Loss Control Analysis
1. Is your system designed to meet specific needs of safety and loss control (OSHA-related reports), calculating workers' lost time days?
 2. Is your system designed to specify injury by type, even multiple injuries within one occurrence?
 3. Is your system designed to specify injury by nature, even multiple injuries within one occurrence?
- M. Data Transfer From Other Service Providers
1. Can your system capture Loss Information from other service providers? Please explain.
 2. Describe the process, time for completion, and integration of such data with new claim information for report management.
- N. Training Provided
1. What type and extent of training is provided with your system? On-site, Off-site, number of hours provided?
- O. Service Responsiveness
1. What type of emergency and daily support (help desk) is available?
 2. Is this support outsourced or in-house assistance?

3. Is this support available 24 hours/day, 7 days/week, 365 days/year?

P. Recoveries

1. Does your system identify and track recoveries from Second Injury Funds, third parties, or insurance carriers? Is your system able to produce recovery reports for management? Please explain.

Q. System Changes

1. How are your system enhancements communicated to users?

R. OSHA Log

1. Can your system generate OSHA 300 logs? Is there a cost associated with generating these logs? Please explain.

S. Frequency/Severity Reports

1. Can your system provide reports based on type of injury and frequency of injury by type? Please explain.

2. Does your system capture and provide reports on lost work days and days on alternate/modified work assignment? Please explain.

T. System Security

1. Do passwords control the security clearance to access certain functions within your system? Please explain.

2. Describe the functions that are restricted by password control.

3. Describe controls to prevent unauthorized access to your system.

4. How often are passwords changed? Are passwords reusable?

QUESTIONNAIRE #4

FIRM'S EXPERIENCE, SIZE AND FINANCIAL STABILITY

Instructions: Your proposal must provide answers to each and every question and include a detailed explanation.

- A. Do you have experience handling Municipal or other Public Entity Claims? If so, list at least three (3) current municipal clients and two (2) non-municipal clients.
- B. Do you have experience in Orange County and its surrounding Counties (Seminole, Brevard, Volusia, Lake and Osceola?)
- C. Do you have experience handling claims involving correctional facilities, law enforcement, firefighters and public utilities?
- D. How long has your firm been in business? List length of time, service sites, division/departments, and nature of operations.
- E. Do you have experience with other clients having similar claim volume?
- F. Do you have the staff to assume this claim work? Will you hire additional staff? How long does it take, on average, to solicit, hire and train staff?
- G. Where will Orange County rank as a revenue generator for you?
- H. Are you on the approved claim service vendor of any insurance carriers? If so, list the insurance carriers for which you provide adjusting services.
- I. Do you have the financial capital to fund the services required by this RFP? Attach your last two Financial Statements, and Annual Reports.
- J. Will the service provider's other clients create a potential for a conflict of interest?
- K. Do you currently have any Errors & Omissions claims against you? Have you had any within the last 5 years? How many? How do you plan to resolve them? Are they closed/open?
- L. Describe your ownership structure. If you are owned by a parent company, please identify that company.

**FEE SCHEDULE FORM
RFP # Y17-1011-LC**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form.

The County will only accept proposals in the following format. Any proposals that do not confirm to this format will be considered non-responsive and will not be accepted. It is expected that the Proposer chosen will assume all current open claims. Administrative expenses shall include all system download charges, home office support charges and any other support type costs including non-dedicated clerical staff, check stock, postage, supplies, telephonic reporting charges, medical network access fees etc. Staffing is based on current levels of staffing. If staffing is increased or decreased during the contract term, the monthly charges will be subject to the rates provided. If positions are vacant during a month, the charges will be reduced on a pro-rata basis for that month.

**PROGRAM PRICING
NON-ALLOCATED COSTS**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>PRICE PER MONTH</u>	<u>X 36</u>	<u>TOTAL PRICE</u>
<u>Liability/Property/Crime Staffing*</u>					
1.	Supervisor	1	\$ _____	x 36 =	\$ _____
2.	Sr. Adjuster	1	\$ _____	x 36 =	\$ _____
3.	Adjuster	1	\$ _____	x 36 =	\$ _____

*inclusive of Products Liability, E&O, EEOC, EPL

COMPANY NAME

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>PRICE PER MONTH</u>	<u>X 36</u>	<u>TOTAL PRICE</u>
<u>Workers Compensation</u>					
4.	Supervisor	1	\$ _____	x 36 =	\$ _____
5.	Sr. Lost Time Adjuster	2	\$ _____	x 36 =	\$ _____
6.	Lost Time Adjuster	1	\$ _____	x 36 =	\$ _____
7.	Medical Only Adjuster	1	\$ _____	x 36 =	\$ _____
	Adjuster Assistant (shared w/liability staff)	1	\$ _____	x 36 =	\$ _____

Telephonic Case Management

8.	Supervisor	1	\$ _____	x 36 =	\$ _____
9.	Telephonic Nurse Case Manager	3	\$ _____	x 36 =	\$ _____
10.	TCM Assistant	1	\$ _____	x 36 =	\$ _____
11.	Administrative Support Fee		\$ _____	x 36 =	\$ _____

Sub-total Estimated of lines 1 thru 11 \$ _____

COMPANY NAME

**PROGRAM COSTS
ALLOCATED EXPENSES**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>PRICE PER MONTH</u>	<u>X 36</u>	<u>TOTAL PRICE</u>
Medical Costs					
12.	Bill Review	8000 invoices	\$_____	x 36 =	\$_____
	\$3,000,000 annual fee scheduled invoices x average discount x% of savings				\$_____
Property Adjusting Fees					
13.	Automobile Property Damage Appraisals	50	\$_____	x 36 =	\$_____
14.	Non-Automobile Property Damage Appraisals	25	\$_____	x 36 =	\$_____
Sub-total Estimated of lines 12 thru 14					\$_____
Total Estimated Fees of Lines 1 thru 14					\$_____

COMPANY NAME

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)

RFP Number & Title: Y17-1011-LC, Third Party Claim Administration and Managed Care Services

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange County workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your proposals may be cause for rejection of your proposal.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

The above reflects (Check One): Orange County Workforce Total Permanent Workforce (Outside Orange County)
 For Construction Projects Only: Do you intend to hire new employees for the project? Yes No If yes, how many approximately?

Name of Firm: _____ Period of Report: _____ No. of Years in Business in Orange County: _____

Form Completed By: _____
Name/Title (Printed or Typed) (Signature)

Form Approved By: _____
Name/Title (Printed or Typed) (Signature)

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: Y17-1011-LC, Third Party Claim Administration and Managed Care Services

Proposers shall list all subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide all information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes ____ No ____ (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM

RFP Number & Title: Y17-1011-LC, Third Party Claim Administration and Managed Care Services

Additional points will be available for proposers who subcontract with registered SDV business enterprises. List all Registered Service-Disabled Veterans subcontractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide all information requested. Use additional sheets if necessary.

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

	<u>PRIME CONTRACTOR</u>	<u>PERCENTAGE OF WORK ASSIGNED</u>
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	

	<u>SUBCONTRACTOR / SUBCONTRACTOR</u>	
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
	Total Percentage (Must Equal 100%) (Use additional pages if necessary)	_____ %

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- [] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- [] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature)	(Date)
-------------	--------

(Title)

(Name of Business)

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

WELFARE TRANSITION AND/OR DISLOCATED WORKER

PROPOSED HIRING INFORMATION

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF MWBE UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor
Specific Scope(s) of Work/Services
Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor	Date	
Printed Name & Title		
Authorized Agent of M/WBE Sub-Contractor	Date	
Printed Name & Title		
M/WBE Address		
City	State	Zip Code
Phone Number	Fax Number	

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each Service-Disabled Veteran Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-Service-Disabled Veteran participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-Service-Disabled Veteran Sub-Contractor participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disabled Veteran Business requirements contained in the Orange County's Service-Disabled Veteran Business Ordinance, No. 2011-11 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor

Date

Printed Name & Title

Authorized Agent of Service-Disabled Veteran Sub-Contractor

Date

Printed Name & Title

Service-Disabled Veteran Address

City

State

Zip Code

Phone Number

Fax Number

E VERIFICATION CERTIFICATION

Contract No.Y17-1011-LC

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y17-1011-LC, Third Party Claim Administration and Managed Care Services**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC

agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal) Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

- 1. PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
- 2. INSURED:** Legal name and address of the entity entering into the contract or agreement
- 3. INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
- 4. ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
- 5. SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
- 6. POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
- 7. POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
- 8. LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
- 9. AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
- 10. WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
- 11. OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
- 12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
- 13. CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
- 14. AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ATTACHEMNT A

BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, Orange County meets the definitions of a Covered Entity 45 CFR § 164.103.

WHEREAS, Orange County has been designated as a Hybrid Entity under the HIPAA Privacy and Security Rules 45 CFR § 164.105.

WHEREAS, Orange County, as a Covered Entity, pursuant to 45 CFR § 164.105(a)(2)(iii)(D) has documented that Orange County's Health Services Department is a health care component of the County and as such will be treated as a "Covered Entity."

WHEREAS, in connection with providing services to the Covered Entity ("Services") by the Business Associate, the Covered Entity discloses to the Business Associate certain Protected Health Information ("PHI") that is subject to protection under the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164.

WHEREAS, the HIPAA Privacy and Security Rules requires that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

INCORPORATION OF RECITALS

- 1.1 **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- 1.2 **HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.**
- 1.3 The parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

DEFINITIONS

- 1.4 **Terms.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 162,103, 164.103, 164.402, and 164.501, and § 501.171, Florida Statutes.
- 1.5 **Breach.** Breach shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.
- 1.6 **Designated Record Set.** A group of records maintained by or for a covered entity that is: A group of records maintained by or for a covered entity that is: (A) The medical records and billing records about individuals maintained by or for a covered health care provider; (B) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (C) Used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.
- 1.7 **Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- 1.8 **Florida Information Protection Act.** Florida Information Protection Act (“FIPA”) codified at Section 501.171, Florida Statutes.
- 1.9 **HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
- 1.10 **Individual.** The person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.11 **Individually Identifiable Health Information.** Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or 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 (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 1.12 **Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively and the Business Associate may be referred to herein, individually or collectively.
- 1.13 **Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity’s policies and procedures as they related to the HIPAA Privacy and Security Rules.

1.14 **Personal Information.** Personal Information (“PI”) means either of the following:

1.14.1 An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- 1.14.1.1 A social security number;
- 1.14.1.2 A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- 1.14.1.3 A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
- 1.14.1.4 Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- 1.14.1.5 An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 1.14.1.6 A user name or e-mail address in combination with a password or security question and answer that would permit access to an online account.
- 1.14.1.7 The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

1.15 Protected Health Information. Protected Health Information (“PHI”) is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request.

1.16 **Required by law.** Required by law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

- 1.17 **Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services (“HHS”) to whom the authority involved has been delegated.
- 1.18 **Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.
- 1.19 **Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

SCOPE OF AGREEMENT

- 1.20 **INDEPENDENT STATUS OF PARTIES.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.
- 1.21 Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION.

- 1.22 **Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2) that the subcontractor will appropriately safeguard the information. All other uses or disclosures not authorized by this Agreement or otherwise governed by law are prohibited.
- 1.23 **Responsibilities of Business Associate.** Regarding the use or disclosure of PHI and PI, Business Associate agrees to:
- 1.23.1 Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.

- 1.23.2 Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.
- 1.23.3 Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.
- 1.23.4 Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.
- 1.23.5 Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates receives, maintains, or transmits on behalf of Covered Entity.
- 1.23.6 In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.
- 1.23.7 Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.
- 1.23.8 Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 1.23.9 At the request, of, and in the time and manner designated by Covered Entity, provide access to the PHI and PI maintained by Business Associate to

Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

1.23.10 At the request, of and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI and PI when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.

1.23.11 Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.

1.23.12 Report to Covered Entity any Security Incident involving PHI and PI that Business Associate discovers.

1.24 **Compliance with Covered Entity's Policies.** Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.

1.25 **Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

However, Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI and PI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PI.

1.26 **Data Aggregation Services.** With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to Covered Entity.

1.27 **Compliance.** Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

CONFIDENTIALITY

- 1.28 In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.
- 1.29 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- 1.30 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

SECURITY

- 1.31 **Security of Electronic Protected Health Information and Personal Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI (as defined in 45 C.F.R. §160.103) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.
- 1.32 **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County’s Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

REPORTING REQUIREMENTS

- 1.33 **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.
- 1.34 **To Covered Entity.** The Business Associate will report to the Covered Entity and the County’s Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County’s Privacy

Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,
Health Services Department
Telephone: (407) 836-9214
Fax: (407) 246-5342
Address: 2002 A. E. Michigan Street, Orlando, FL 32806
E-Mail: privacy.officer@ocfl.net

- 1.34.1 Reports of Security Incidents shall include a detailed description of each Incident, at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s) and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.
- 1.34.2 Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.
- 1.34.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).
- 1.34.4 Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to §§ 501.171 and 817.5681, Florida Statutes), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.
- 1.35 **To Individuals.** In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer of the pertinent details of the breach and upon prior approval of the County's Privacy Officer shall notify each individual whose unsecured PHI or PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of

appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

- 1.36 **To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PI or more than five thousand (5000) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 1.37 **To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI, that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.
- 1.38 **Content of Notices.** All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals except that references therein to a "covered entity" shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

- 1.39 **Notice to Credit Reporting Agencies.** In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5).

- 1.40 **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.
- 1.41 **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to the Business Associate of use or disclosure of PHI or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

TERMINATION

- 1.42 **Automatic Termination.** Covered Entity is authorized to automatically terminate this Agreement, if it determines that the Business Associate has violated a material term of the Agreement.
- 1.43 **Opportunity to Cure or Terminate.** At the Covered Entity's sole discretion, Covered Entity may either (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity, or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 1.44 **Effects of Termination.** Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the parties prior to the effective date of termination.
- 1.45 **Duties of Business Associate Upon Termination.**

1.45.1 When this Agreement is terminated, the PHI and PI that Business Associate received from, created, or received on behalf of Covered Entity must be destroyed or returned to Covered Entity, at the Business Associate's expense, including all PHI and PI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI and PI is not feasible, Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as Business Associate retains the PHI and PI, and Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI and PI.

1.45.2 If Business Associate determines that it is not feasible for Business Associate to return PHI or PI in the subcontractor's or agent's possession, Business Associate must provide a written explanation to Covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI and PI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PI not feasible.

MISCELLANEOUS

- 1.46 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.
- 1.47 **No Third party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- 1.48 **Survival.** The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.
- 1.49 **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.
- 1.50 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.
- 1.51 **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 1.52 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 1.53 **Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

- 1.54 **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- 1.55 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- 1.56 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies)

Health Services Department

Director, Health Services/EMS
2002 A E Michigan St
Orlando, FL 32806
(407) 836-7611

Copy to:
Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, FL 32801

Business Associate

Name
Address
City, State, ZIP

- 1.57 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Agreement were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.
- 1.58 **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is

anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

- 1.59 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.
- 1.60 **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- 1.61 **Entire Agreement.** The original Contract executed by the Parties known as Contract YXX-XXX, this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

**ATTACHMENT B
ORANGE COUNTY, FLORIDA**

Risk Management Banking Structure, Responsibilities and Procedures for Third-Party Administrator Agreement

Effective Date: February 1, 2009

Purpose

Effective October 1, 2009, Orange County has contracted to perform third-party administrator services for its risk management program. These services include the disbursement of County funds for claims-related payments and expenses. This document is prepared and maintained by the Orange County Comptroller's Finance and Accounting Department for the purpose of describing the responsibilities, procedures and controls required to administer the banking and payment issuance process.

Definitions

County – Orange County, Florida Government

TPA – The third-party administrator to the County for risk management services.

RMD – Risk Management Division of the County, the manager of the County's risk management program.

Finance – Finance and Accounting Department of the Orange County Comptroller's Office. The Comptroller is an elected constitutional officer of the County and serves as the chief financial officer and auditor.

Wachovia – Wachovia Bank, N.A., Orlando, FL, the banking services provider to the County.

RM Account – The Risk Management Clearing Account at Wachovia, an account established under the County's banking services agreement and pursuant to the third-party administrator agreement, used exclusively for the issuance of approved payments of the risk management program.

Account Structure

The RM Account is established by and maintained under the supervision of Finance pursuant to the County's banking services agreement with Wachovia. As such, all banking service charges, earnings credits, and interest earnings will accrue to the County.

Two TPA personnel are authorized by Finance to sign checks from the RM Account. Checks in amounts less than \$5,000 require one facsimile signature, and checks of \$5,000 or more require two facsimile signatures. Alternatively, two facsimile signatures may be used on all checks.

All disbursements from the RM Account will be made via checks initiated by TPA. Funding of the RM Account will be accomplished by internal transfers handled by Finance personnel. TPA will use two client codes, one for workers' compensation and one for general liability, each of which will have its own check number range.

The RM Account will be subject to positive-pay verification by the bank and will have an ACH block.

TPA Responsibilities

Transmit via email each morning, to RMD and Finance, check registers and detail backup for payments proposed to be issued under each client code (Excel format). Registers shall reflect a segregation of amounts between workers' compensation and general liability payments.

Transmit positive-pay files for proposed payments to Wells Fargo. Check data verified through positive-pay consists of date, check number, payee, and amount. To facilitate payee match, payee names on checks shall be written in all upper case.

Release payments only upon approval of RMD and Finance.

As necessary, notify RMD and Finance via email of any need to cancel a check or issue a stop pay order.

RMD Responsibilities

Review daily check register and detail backup for appropriateness of payments.

Transmit via email to Finance, no later than early afternoon, an approval for release of the daily checks and which checks, if any, for which approval is withheld.

Provide follow-up disposition instructions (e.g., release, cancel, reissue) to Finance and TPA for all checks where approval was initially withheld. Release of previously held checks will also require Finance approval.

As necessary, notify TPA and Finance via email of any need to cancel a check or issue a stop pay order.

Finance Responsibilities

Perform pre-audit procedures on daily check register and detail backup, which will include verification of RMD approval for release of checks.

Provide for appropriate funding of approved checks in the RM Account from moneys on deposit in the County's RMD Fund.

Transmit via email to TPA, no later than mid-afternoon, the approvals of RMD and Finance for release of the daily checks, less any checks to be held or cancelled.

Transmit via email to TPA the approvals of RMD and Finance for release of any previously held checks.

Perform check cancellations and stop-pay orders at Wachovia as requested by TPA and/or RMD.

Perform monthly reconciliation of the RM Account and maintain an image file of all cleared checks.

Operational Procedures

Daily Check Issuance

TPA shall print checks, either directly or through its contractor, and run a check register with detail backup on an overnight batch run basis. The checks shall be dated as of the same business day, and signed and prepared for mailing. All checks shall bear the facsimile signature of the Controller/Senior VP. Checks issued with a second signature shall bear the facsimile signature of the CEO. TPA shall also submit a corresponding positive-pay file directly to Wachovia. However, checks shall not be released until approval is received from RMD and Finance.

TPA shall transmit the check documentation via email to RMD and Finance no later than 10:00 AM Eastern time. RMD will review the payments and transmit its approval by email to Finance no later than 12:00 PM Eastern time. Checks not approved for issuance, if any, will be identified by check number.

Finance will complete its pre-audit review and funding calculations, and will transmit approval for release to TPA no later than 2:00 PM Eastern time. Checks not approved for issuance, if any, will be identified by check number. Finance will make appropriate arrangements to fund the RM Account for the approved checks.

TPA shall, upon receipt of check release approval, place the approved payments in the mail.

Resolution of Checks Not Approved

Checks not approved for release shall be held by TPA pending further investigation by RMD.

Should RMD determine that a held check should be issued, an approval for release will be transmitted via email to Finance. Finance will promptly complete its pre-audit review and funding calculations and will transmit approval for release to TPA.

Should RMD determine that a held check should not be issued, a check cancellation notice will be transmitted jointly via email to Finance and TPA. Finance will process a check cancellation in the Wachovia positive-pay file and TPA will cancel the check and mail it to Finance. TPA shall also reflect the cancelled check in its month-end data reporting.

Large Check Issuance

An individual check in an amount of \$25,000 or more shall be deemed a "large check." Large checks will follow the same issuance process described above, except that TPA and/or RMD will make every reasonable effort to provide a minimum of one day's advance notice to Finance as to the expected issuance date and amount. This will facilitate appropriate funding of the check upon its approval for release.

Check Cancellation/Stop Pay Orders

On occasion, TPA and/or RMD may determine that a previously approved and funded check should be cancelled or have payment stopped. Upon such a determination, TPA shall verify with Finance that the check in question is still outstanding, and issue a cancellation notice or stop pay request via email jointly to RMD and Finance. Such notice shall include a brief description as to the reason for such action.

Finance will promptly process the cancellation or stop pay order with Wachovia. TPA shall reflect the cancelled check or stop pay order in its month-end data reporting, and Finance will reconcile the month-end listing of cancelled checks to the cancellation notices that were received during the month.

Other Matters

RM Account Inquires – If desired, TPA and/or RMD may be granted inquiry access with Wachovia relative to check status determinations or cleared check images for RM Account checks. Otherwise, such information is available through Finance. Other than the transmission of the daily positive-pay file to Wachovia from TPA, RM Account transactions may only be initiated by Finance.

Bank Reconciliations – Finance will be responsible for monthly RM Account bank reconciliations. Reconciliations may be provided to RMD or TPA upon request as needed.

1099 Reporting – For all payments from the RM Account, TPA (as payer) shall be responsible for 1099 preparation and reporting requirements to the IRS.

Contact Information

For all communications described in these operating procedures, the following staff members are designated:

Orange County Risk Management Division
P.O. Box 1393
Orlando FL 32802-1393
Phone: 407-836-9640
Fax: 407-836-9629

John Petrelli john.petrelli@ocfl.net
Cindy Garcia-Eastlick cindy.garcia-eastlick@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
P.O. Box 38
Orlando FL 32802-0038
Phone: 407-836-5715
Fax: 407-836-5753

Group mailbox for finance team: RMAccounting@occompt.com
Finance team members:

Laura Bartosavage laura.bartosavage@occompt.com
Stephanie Sargent stephanie.sargent@occompt.com
Ingrid Hernandez ingrid.hernandez@occompt.com
Shannon Parsons shannon.parsons@occompt.com

ATTACHMENT C
Worker's Compensation
Claims Audit Form

Claimant Name: _____ File #: _____
 Adjuster: _____ D/A: _____
 Auditor: _____ Date of Audit: _____

Audit Item	Y	N	N/A
1. Two Point Adjuster Contacts in 24 hours (new claims)			
2. Coverage Addressed			
3. Liability Determined within 14 Days (new claims)			
4. Comparative Negligence Addressed			
5. Subrogation Documented within 14 Days/continuing			
6. Salvage Complete/Addressed			
7. Defense Assigned Timely			
8. Mediation Authority Requests to RM 4 Weeks Prior to Mediation			
9. Settlement Authority Documented			
10. Claim Settled Within Authority			
11. Excess Carrier Exposure Documented within 14 Days/continuing			
12. Status Report/Reserves Reviewed at 14 Days (new claims)			
13. Status Report/Reserves Reviewed at 45 Days (new claims)			
14. Status Report/Reserves Reviewed at 75 Days (new claims)			
15. Status Report/Reserves Reviewed at 105 days and every 90 Days Thereafter			
16. Property Damage Appraised/Documented			
17. Physician Diagnosis Documented for Bodily Injury			
18. Medical Records Obtained/Requested			
19. Settlement Release in File			
TOTAL			

ATTACHMENT C
Liability
Claims Audit Form

Claimant Name: _____ File #: _____
 Adjuster: _____ D/A: _____
 Auditor: _____ Date of Audit: _____

Audit Item	Y	N	N/A
1. Two Point Adjuster Contacts in 24 hours			
2. Coverage Addressed			
3. Liability Determined within 14 Days			
4. Comparative Negligence Addressed			
5. Subrogation Documented within 14 Days			
6. Salvage Complete/Addressed			
7. Defense Assigned Timely			
8. Mediation Authority Requests to RM 4 Weeks Prior to Mediation			
9. Settlement Authority Documented			
10. Claim Settled Within Authority			
11. Excess Carrier Exposure Documented within 14 Days			
12. Status Report/Reserves Reviewed at 14 Days (new claims)			
13. Status Report/Reserves Reviewed at 45 Days (new claims)			
14. Status Report/Reserves Reviewed at 75 Days (new claims)			
15. Status Report/Reserves Reviewed at 105 days and every 90 Days Thereafter			
16. Property Damage Appraised/Documented			
17. Physician Diagnosis Documented for Bodily Injury			
18. Medical Records Obtained/Requested			
19. Settlement Release in File			
TOTAL			

Contract # Y17-1011-LC

This Contract is made as of the 12th day of December, 2017 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of third party claim administration and managed care services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be John Petrelli, telephone no. 407-836-9636.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on December 12, 2017 and complete all services by December 11, 2020.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed _____ Dollars (\$_____). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR’S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this “Certificate” within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY’S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the

deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.

- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-Contractors to the Business Development Division.
 2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Contractors certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and sub-Contractors (including those with non-M/WBE's) stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR/CONTRACTOR shall be responsible for reporting (SDV) sub-Contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations-

- A. The CONTRACTOR shall be responsible for reporting SDV sub-CONTRACTOR contract dollar amount(s) for the SDV sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a registered SDV sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
 - 1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-Contractors to the BDD.
 - 2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-Contractors (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.

- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 11 - INSURANCE REQUIREMENTS:

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

Optional Coverage:

- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

- Fidelity/Employee Dishonesty- with a limit greater than or equal to the contract amount

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 12 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty

(30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-Contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-Contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 17 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or 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 as specifically provided for in this Agreement.

ARTICLE 20 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 22 – EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 – WELFARE TRANSITION AND/OR DISLOCATED WORKERS

CONTRACTOR has committed to hire _____ () CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the CONTRACTOR to ensure that the process is properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONTRACTOR to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONTRACTOR will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONTRACTOR shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 29 - REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 30 - CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Contractor against the County relating to a particular

contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor/Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 31 - TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 32 – VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 33 – LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 34 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 35 – PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The

letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 36 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Procurement Division Manager

Signature

Date

Typed Name

Title

Date