EIGHTEENTH AMENDMENT TO
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
CS STARS LLC
AND
THE CITY OF JACKSONVILLE
FOR
AUTOMATION OF CITY'S RISK MANAGEMENT FUNCTIONS

THIS EIGHTEENTH AMENDMENT to Agreement is made and entered into in duplicate as of this _23rd_ day of _December_, 2014, but shall be effective as of September 30, 2014, by and between CS STARS LLC, a Delaware limited liability company authorized to do business in the state of Florida with an address at 540 West Madison Street, Chicago, Illinois 60661 (the "Licensor"), and the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "Client"), for a Software License and Services Agreement for the Automation of the Risk Management Functions of the City of Jacksonville (the "Project").

RECITALS:

WHEREAS, as of August 25, 2008, the parties made and entered into City Contract #7661-04, together with its amendments (the "Agreement") for the Project; and

WHEREAS, said Contract has been amended seventeen (17) times previously; and

WHEREAS, said Agreement should be further amended by: adding, attaching, and incorporating a "Statement of Work #16, as contained in **Exhibit "CC"**; adding, attaching, and incorporating a "Statement of Work #17, as contained in **Exhibit "DD"**; extending the period of service from October 1, 2014, through September 30, 2015, and further extending the period of service from October 1, 2015, through November 30, 2015, so as to allow for the creation of year end reports needed for the fiscal year 2015 financial statements and actuarial studies; by requiring Licensor to provide a copy of its Certificate of Insurance to Client; and, providing

additional funding, as described in **Exhibit "CC"** under 2 "Pricing and Invoice Schedule," in the amount of $428,981.00 for the period October 1, 2014, through September 30, 2015, and providing additional funding, as described in **Exhibit "DD"** under 2 "Pricing and Invoice Schedule," in the amount of $65,689.00 for the period October 1, 2015, through November 30, 2015, so as to increase the maximum indebtedness by $494,670.00 to a new cumulative maximum indebtedness not-to-exceed $2,456,154.00, with all other provisions, terms, and conditions of said Agreement, as previously amended, remaining unchanged; now therefore;

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Subsection 6(a) of said Agreement is amended in part by extending the period of service from October 1, 2014, through September 30, 2015, and by further extending the period of service from October 1, 2015, through November 30, 2015, so as to allow for the creation of year end reports needed for the fiscal year 2015 financial statements and actuarial studies, and as amended shall read as follows:

"(a) Term. This Agreement shall commence on the effective date and remain in effect through November 30, 2015, unless terminated sooner in accordance with this Section 6."

3. Section 8 is amended by adding a new Subsection 8(d) so as to require Licensor to provide a copy of its Certificate of Insurance to Client, and as amended shall read as follows:

"(d) **Insurance.** Without limiting or extending its liability under this

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Agreement, Licensor shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Licensor shall require its subcontractors of any tier, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits in the amounts stated below, and provide a certificate on an ACORD 25 (2010 / 05) form or its equivalent, or any other form that is reasonably acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverages to the City:

Schedule   **Limits**

Worker's Compensation/Employers Liability

Worker's Compensation	Statutory Coverage in the state(s) where services are performed
Employer's Liability	$2,000,000 Each Accident
	$2,000,000 Disease Policy Limit
	$2,000,000 Each Employee/Disease

This insurance shall cover all Licensor employees based in the U.S. in accordance with applicable statutory, federal and other legal requirements

Commercial General Liability - (Form CG0001) (edition 12/07)

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) (edition 12/07).

$4,000,000	General Aggregate
$4,000,000	Products & Completed Ops Aggregate
$2,000,000	Personal/Advertising Injury
$2,000,000	Each Occurrence
$2,000,000	Property Damage
$ 25,000	Medical Expenses

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Automobile Liability $5,000,000 Each Occurrence – Bodily Injury and Property Damage Combined (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services).

ISO Form CA0001 (edition 03 06), or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $5,000,000 Per Claim

                                                $5,000,000 Aggregate

Professional Liability coverage will be provided on a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, Licensor must endeavor to procure coverages that respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Cyber Liability $10,000,000 Per Claim

& Privacy & Network   and Aggregate

Cyber Liability coverage will be provided on a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, Licensor must endeavor to procure coverages that respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Cyber Liability shall include, subject to the terms and conditions of the policy, coverage for Licensor's costs to comply with breach notification laws.

Umbrella $5,000,000 Each Occurrence & Agg.

Such Umbrella Liability Insurance shall provide liability coverage excess of Commercial General Liability, Auto Liability and Employer's Liability coverages as described above. The limits of the policy shall be:

Additional Insurance Provisions

A. Waiver of Subrogation. The Commercial General Liability and Automobile Liability insurance shall provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and the City's officials, officers, and employees.

B. Additional Insured: The Commercial General Liability and Automobile Liability coverages shall include the City of Jacksonville and City's officials, officers, and employees as additional insureds with respect to their vicarious liability arising from Licensor's provision of services pursuant to this Agreement.

C. Licensor's Insurance Primary. The Commercial General Liability and Automobile Liability insurance provided by Licensor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City officials, officers, and employees, but only for claims arising solely from Licensor's provision of services under this Agreement.

D. Licensor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit or extend the liability of Licensor or its subcontractors of any tier, employees, or agent to the City or others.

E. No Waiver by City Approval/Disapproval. Neither approval by City nor failure to disapprove the insurance furnished by Licensor shall relieve Licensor of its full responsibility to provide insurance as required under this Agreement.

F. Except with respect to the Professional Liability coverage, each policy shall be written by an insurer holding a current certificate of authority in the states where the Services are performed and with an A.M. Best Rating of A-VII or better. Within thirty (30) days of receipt of any written request, Certificates of Insurance demonstrating the maintenance of said insurance shall be furnished to City. Licensor shall endeavor to provide the City thirty (30) days prior written notice of any cancellation or non-renewal of any of the

above insurance coverages. Until such time as the insurance is no longer required to be maintained by Licensor, Licensor shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements within thirty (30) days after receipt of a written request from the City.

G. Anything to the contrary notwithstanding, the liabilities of Licensor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by Licensor shall relieve Licensor or its sub-contractors of any tier from responsibility to provide insurance as required by the Agreement.

H. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option request additional insurance coverages in amounts responsive to those liabilities. Upon receipt of any such request, Licensor shall consider the City's requested modification to this Section 8(d) and, if the request approved by Licensor, the parties shall negotiate in good faith to enter into a mutually acceptable amendment to the Agreement."

4. Said Agreement is amended in part by providing additional funding, as described in **Exhibit "CC"** under 2 "Pricing and Invoice Schedule," in the amount of $428,981.00 for the period October 1, 2014, through September 30, 2015, and by providing additional funding, as described in **Exhibit "DD"** under 2 "Pricing and Invoice Schedule," in the amount of $65,689.00 for the period October 1, 2014, through November 30, 2015, so as to increase the maximum indebtedness by $494,670.00 to a new cumulative maximum indebtedness not-to-exceed TWO MILLION FOUR HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED FIFTY-FOUR AND 00/100 DOLLARS ($2,456,154.00) for the period from August 25, 2008 to November 30, 2015.

5. Add and attach **Exhibit "CC"** and **Exhibit "DD"** to said Agreement and

incorporate such exhibits therein.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of the Agreement (City of Jacksonville Contract # 7661-04) as previously amended shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Eighteenth Amendment the day and year first above written.

WITNESS: CS STARS LLC

By _____   By _____
  Signature   Signature

_____   _____
  Phyllis Zavala   Chris Cody
  Type/Print Name   Type/Print Name

_____   _____
  Business Operations Analyst II   CFO
  Title   Title

ATTEST: CITY OF JACKSONVILLE

By _____   By _____
  James R. McCain, Jr.   Alvin Brown
  Corporation Secretary   Mayor
                                              Karen Bowling
                                              Chief Administrative Officer
                                              For: Mayor Alvin Brown
                                              Under Authority of:
     In compliance with Section 24.103(e) of the *Ordinance Code of the City of Jacksonville*,
I do certify that there is an unexpended, unencumbered, and unimpounded balance in the
appropriation sufficient to cover the foregoing Agreement and that provision has been made for
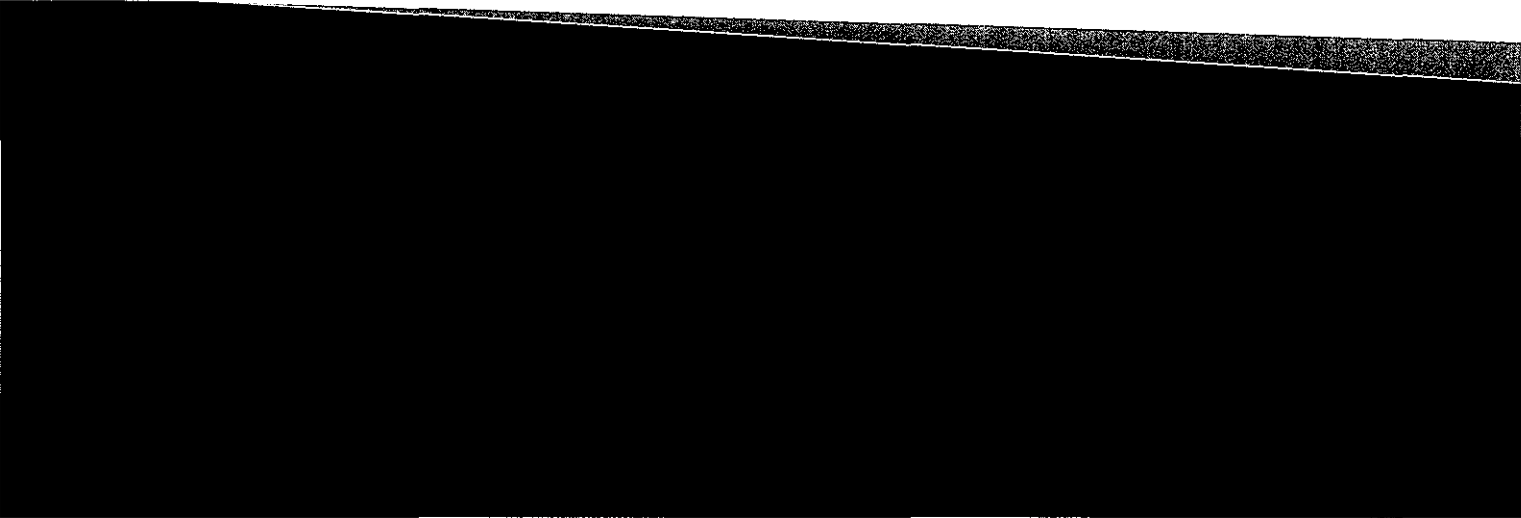the payment of the monies provided therein to be paid.

                                           _____
                                             Director of Finance
                                             Contract # 7661-04, Amendment #18

Form Approved:

_____
  Office of General Counsel

CS STARS

Exhibit CC

STATEMENT OF WORK #16

FOR THE CITY OF JACKSONVILLE, FL

SEPTEMBER 11, 2014

C.Sep.2014.R.

CS STARS

CONTENTS

CS STARS

Statement of Work #16 for STARS Software

This Statement of Work #16 ("Statement of Work") describes services to be performed by CS STARS LLC ("CS STARS") for THE CITY OF JACKSONVILLE, FL ("Client"). This Statement of Work is subject to all the terms and conditions of the Software License and Services Agreement entered into by the parties on August 25, 2008 (as amended, the "Agreement").

This Statement of Work is effective on October 1, 2014 (the "SOW #16 Effective Date") and will remain in effect through September 30, 2015, unless terminated sooner in accordance with the Agreement. In the event that the Agreement is automatically renewed upon its expiration in accordance with its terms, this SOW #16 shall automatically renew with the Agreement in accordance with such terms,

Any capitalized terms not defined in this Statement of Work shall have the same definitions as set forth in the Agreement.

1. **Maintenance Services and Support:** Ongoing software maintenance and related support
2. **Pricing and Invoice Schedule:** Cost breakout for project products and ongoing services
3. **Statement of Work Approval**
4. **Appendices and Additional Approvals:** Additional details that apply to information contained in this Statement of Work

1. Maintenance Services and Support

The following describes the services included for the ongoing maintenance of this account.

CS STARS will license the following software to Client in accordance the terms and conditions of the Agreement:

A. Software Product Licenses and Maintenance

Core Software Deliverables	Description
STARS™ Enterprise Claims and Risk	▶ 46 named User licenses ▶ 100 lite User licenses for the entry of Safety incidents and for the Driver Coordinators/Safety Representatives that will review those incidents, plus licenses to enter the Special Events Certificates. ▶ STARS™ Enterprise Edition
Business Intelligence Reporting	▶ Three (3) User licenses

CS STARS

Core Software Deliverables	Description
Anonymous Incident Entry - Additional Terms and Conditions	▶ Anonymous access to Licensed Software is to be used by Client's staff solely to enter occasional workplace or healthcare incidents (each, an "Anonymous Seat"), but not any other purpose. ▶ Access to Licensed Software must be via Client's password protected intranet. ▶ The Licensed Software may be accessed by a user of the Anonymous Seat only though a single sign-on (SSO). ▶ Client shall ensure that the username and password for the Anonymous Seat is provided only to those authorized employees ▶ Client shall maintain a list of individual users that have access to the username and password for the Anonymous Seat. ▶ No more than 30 concurrent users may access or use the Licensed Software under a single ID/password at the same time. ▶ Anonymous entry does not permit identification of individual users, including their IP addresses ▶ Client shall be solely responsible for its decision to permit anonymous access without requirement for individual usernames and passwords and acknowledges and agrees that foregoing individual unique usernames and passwords for each user will eliminate the security features inherent in the use of such unique usernames and passwords ▶ Client shall be solely responsible for ensuring that the appropriate access restrictions in the Licensed Software are established for the users of the Anonymous Seat, including by setting access controls that limit the Client Data accessible and viewable by such users ▶ CS STARS shall not be responsible or liable for any errors in the Licensed Software arising from concurrent users in excess of the number specified in this Statement of Work above.
Upgrades	Any Upgrades to the STARS™ Software for the Edition licensed under the Agreement that are generally released during the term of this Statement of Work.

CS STARS

B. Advanced Features and Universal Solutions

This section provides details about advanced system features included in this Statement of Work.

Deliverable	Description
Maintenance of Advanced Features and Universal Solutions	Maintenance services related to Advanced Features and Universal Solutions included in attached Project Scope and Deliverables section will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.
Advanced Features Used: 1. **1099 Export** 2. **Check Processing** (export and request/voucher) 3. **Interview Entry Module** 4. **Custom Letters**	Maintenance services related to Advanced Features will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.
Universal Solutions Used: 1. **Business Intelligence** 2. **Certificate of Insurance Tracking module** 3. **Document Loader** (Managed Care Service Provider attachments) 4. **Electronic First and Subsequent Reports of Injury (FROI and SROI) for Florida** 5. **HR Import** 6. **ISO Indexing Export** 7. **State Forms (Florida)** 8. **Managed Care Service Provider interface** (Ad-Hoc Claim & Note Exports and Transaction Import)	Maintenance services related to Universal Solutions will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.

C. Technical Services

Deliverable	Description	What's Included in this Deliverable
ASP Setup	Client Data will be hosted on CS STARS's servers during the term of this Statement of Work.	▶ Up to 250 gigabytes for storage of data and attachments. ▶ Additional storage can be purchased at a rate of $300 per gigabyte of storage. ▶ Backups of Database in accordance with the STARS™ Backup and Disaster Recovery Procedures, as updated from time to time ▶ Standard Audit/Monitoring feature is not enabled in STARS™. ▶ Client requested Data Recovery Services can be purchased at $250 per hour. ▶ Client is responsible for allowing appropriate firewall access to STARS™ ASP environment.

Installation, maintenance, tuning, administration or enhancement of Client system environment, networks, servers, or other equipment is not included this Statement of Work.

Client is responsible for complying with the minimum technical requirements as provided in the Hardware and Software Documentation.

D. Ongoing Training

Travel for ongoing training will be billed as incurred unless included in Ongoing Services and Travel section.

Deliverable	Description	What's Included in this Deliverable
Instructor Led Training	Live instructor led training for groups of Client users.	**No training** is included in this Statement of Work. • Upon request, live instructor led training will be billed as incurred at $2,500 per day per trainer with the prior consent of Client or available Client Support Hours will be exhausted. • Requested web-based training will erode available annual Client Support Hours with the prior consent of Client.

CS STARS

E. Ongoing Services and Travel

Deliverable	What's Included in Deliverable
Client Support, Account Management and Consulting Services	▶ Package of 580 annual Client Support Hours is included in this Statement of Work. Client may pre-purchase additional Client Support Hours packages in advance of the complete erosion of any package at the same rate that Client is charged for such Client Support Hours in the initial package. ▶ Additional Support Hours purchased by Client after all Client Support Hours have been eroded will be billed at $195 per hour. ▶ Support is offered during CS STARS normal business hours. ▶ Customer support, account management and consulting services solely related to maintenance and ongoing use (but not implementation) of the Software described in this Statement of Work. Examples include, but are not limited to, service time spent on: User assistance with features, troubleshooting, testing, issues management, stewardship meetings, account management, report configuration, data reconciliation, changes to existing workflows or system setup; changes to data conversions or changes to reports; technical assistance, creation of events and validations, maintenance of custom reports, status calls, meetings and Documentation.
Work Orders	Work orders may be created by CS STARS and Client for Client-requested additional Services (excluding implementation services) not included in this Statement of Work that will erode Client Support Hours. CS STARS will provide an estimate of the Client Support Hours required for the additional Services. A sample of the information required for a Work Order can be found in the Work Order Appendix to this Statement of Work.
Ongoing Travel	▶ Travel may be required for Services including, but not limited to, training, working meetings, stewardship meetings, project meetings, and technical services required for Upgrades or installations. ▶ A flat fee of $5,000 is included for travel. Additional travel will be billed as incurred with the advance approval of Client.

CS STARS

2. Pricing and Invoice Schedule

See Financial Appendix for additional billing details. Fees do not include applicable taxes. All fees are subject to U.S. State Sales Tax, where applicable. The below Fees may include implementation, migration, professional services and licensing fees.

Deliverable	Annual Fee	Payment Schedule
ANNUAL LICENSES		
49 STARS Enterprise Licenses and 30 Interview Entry Licenses	$60,207	
A. SUBTOTAL: ANNUAL LICENSES	**$60,207**	
ADVANCED FEATURES AND UNIVERSAL SOLUTIONS – ANNUAL FEES		
1099 Export		
Managed Care Service Provider interface (Import and Export; Notes export)		
Business Intelligence		
Certificate of Insurance Tracking		
Check Export		
Check Request/Voucher		
Document Loader (Managed Care Service Provider attachments)		
Electronic First and Subsequent Reports of Injury (FROI and SROI) for Florida		
FAMIS Export		
HR Import		
Interview Entry module		
ISO Indexing Export		
State Forms (Florida) : excluding FROI and SROI		

CS STARS

Deliverable	Annual Fee	Payment Schedule
B. SUBTOTAL: PRODUCTS	$135,500	
ASP DATA STORAGE	114,049	
ANNUAL CLIENT SUPPORT	88,725	
C. SUBTOTAL: DATA STORAGE AND CLIENT SUPPORT	$202,774	
SUBTOTAL (A + B + C)	$398,481	
TRAVEL AND EXPENSE	$5,000	
D. TOTAL ANNUAL FEE	$403,481	Invoiced monthly beginning on October 1, 2014
E. MEDICARE SECTION 111 SOLUTION OPTION 1 ANNUAL FEE PREVIOUSLY STATED IN AND FOR SERVICES DESCRIBED MORE FULLY IN STATEMENT OF WORK #2 DATED SEPTEMBER 2, 2009	$ 19,500	Invoiced monthly beginning on October 1, 2014
F. EDI TRANSACTIONAL BILLINGS	$2.00 per EDI transaction sent and received from the State of Florida (not to exceed $6,000)	EDI transaction fees will be billed quarterly as incurred.
MAXIMUM INDEBTEDNESS (D + E + F)	$428,981	

As required by Section 106.431, *Ordinance Code*, the maximum indebtedness of the City for the fifth Renewal Term of the Agreement, as set forth in this Statement of Work shall be **$428,981**: $398,481 as the License and Services fees for the Term of this Statement of Work, as set forth above; $5,000 for travel expenses; $19,500 for the Medicare Section 111 Solution Option 1 annual fee and $6,000 for EDI transactional billings, provided, however, that (a) if it appears that said maximum indebtedness will be exceeded, the parties shall execute a written amendment accordingly and (b) until and unless the parties execute a written amendment to this Statement of Work, CS STARS shall have no obligation to perform any Services that result in Fees in excess of the City's maximum indebtedness.

3. Statement of Work Approval

This offer will expire on September 30, 2014.

> **IN WITNESS WHEREOF**, the undersigned have duly executed this Statement of Work, or have caused this Statement of Work to be duly executed on their behalf as of the SOW #16 Effective Date.

CS STARS LLC   **CITY OF JACKSONVILLE, FL**

Name   **Name**

_____   _____
Signature   **Signature**

_____   _____
Title   **Title**

_____   _____
Date   **Date**

12 - 17 - 2014

CS STARS

Work Order Appendix

A work order may be completed for all Client-requested additional Services not included in this Statement of Work that will erode the Client Support Hours. CS STARS will provide Client an initial estimate of the Client Support Hours required to complete the additional Services.

Sample Work Order Form

CS STARS Work Order

Client Name:

Project Name:

Project Description:

Project Requested by:

Client Desired Timeline for Completion:

Additional Project Details:

CS STARS Estimated Project timeline:

CS STARS Estimated Project hours:

Initialed: CS STARS _/Co_ **Client_____**

CS STARS

Billing and Payment Details Appendix

Main Client Business Contact Information

Business Contact Name	Mitchell Perin
Business Contact Title	Financial & Administrative Manager
Business Contact Address	117 W. Duval Street, Suite 335,Jacksonville, FL 32202
Business Contact Phone	904-630-2929
Business Contact Email Address	mperin@coj.net

Client Billing Information

Billing Contact Name	Same as above
Billing Contact Title	
Billing Contact Address	
Billing Contact Phone	
Billing Contact Fax	
Billing Contact Email Address	
Client Tax Jurisdiction*	N/A
Billing Currency	USD
Preferred Invoicing Method	Email

*If Client has a tax exempt status, please attach tax exempt form to this appendix. For European clients, please indicate VAT or No VAT in this section as well.

Payment Remission Details

Lockbox for Payments	Overnight Courier Address	ACH Wire Instructions
CS STARS LLC	Wells Fargo Bank - Regulus	Bank: Wells Fargo Bank
P.O. Box 201739	Attn: 201739 CS STARS	Dallas, TX
Dallas, TX 75320-1739	2975 Regent Blvd	ABA: 121000248
	Irving, TX 75063	Account No: 4122246440

Initialed: CS STARS _⟋ₒ_ **Client** _____

CS STARS

STATEMENT OF WORK #17

FOR THE CITY OF JACKSONVILLE, FL

SEPTEMBER 12, 2014

C.Sep.2014.R.

CS STARS

CONTENTS

Statement of Work #17 for STARS Software

This Statement of Work #17 ("Statement of Work") describes services to be performed by CS STARS LLC ("CS STARS") for THE CITY OF JACKSONVILLE, FL ("Client"). This Statement of Work is subject to all the terms and conditions of the Software License and Services Agreement entered into by the parties on August 25, 2008 (as amended, the "Agreement").

This Statement of Work is effective on October 1, 2015 (the "SOW #17 Effective Date") and will remain in effect through November 30, 2015, unless terminated sooner in accordance with the Agreement.

Any capitalized terms not defined in this Statement of Work shall have the same definitions as set forth in the Agreement.

1. **Maintenance Services and Support:** Ongoing software maintenance and related support
2. **Pricing and Invoice Schedule:** Cost breakout for project products and ongoing services
3. **Statement of Work Approval**
4. **Appendices and Additional Approvals:** Additional details that apply to information contained in this Statement of Work

1. Maintenance Services and Support

The following describes the services included for the ongoing maintenance of this account.

CS STARS will license the following software to Client in accordance the terms and conditions of the Agreement:

A. Software Product Licenses and Maintenance

Core Software Deliverables	Description
STARS™ Enterprise Claims and Risk	▶ 46 named User licenses ▶ 100 lite User licenses for the entry of Safety incidents and for the Driver Coordinators/Safety Representatives that will review those incidents, plus licenses to enter the Special Events Certificates. ▶ STARS™ Enterprise Edition
Business Intelligence Reporting	▶ Three (3) User licenses

CS STARS

Core Software Deliverables	Description
Anonymous Incident Entry - Additional Terms and Conditions	▶ Anonymous access to Licensed Software is to be used by Client's staff solely to enter occasional workplace or healthcare incidents (each, an "Anonymous Seat"), but not any other purpose. ▶ Access to Licensed Software must be via Client's password protected intranet. ▶ The Licensed Software may be accessed by a user of the Anonymous Seat only though a single sign-on (SSO). ▶ Client shall ensure that the username and password for the Anonymous Seat is provided only to those authorized employees ▶ Client shall maintain a list of individual users that have access to the username and password for the Anonymous Seat. ▶ No more than 30 concurrent users may access or use the Licensed Software under a single ID/password at the same time. ▶ Anonymous entry does not permit identification of individual users, including their IP addresses ▶ Client shall be solely responsible for its decision to permit anonymous access without requirement for individual usernames and passwords and acknowledges and agrees that foregoing individual unique usernames and passwords for each user will eliminate the security features inherent in the use of such unique usernames and passwords ▶ Client shall be solely responsible for ensuring that the appropriate access restrictions in the Licensed Software are established for the users of the Anonymous Seat, including by setting access controls that limit the Client Data accessible and viewable by such users ▶ CS STARS shall not be responsible or liable for any errors in the Licensed Software arising from concurrent users in excess of the number specified in this Statement of Work above.

CS STARS

B. Advanced Features and Universal Solutions

This section provides details about advanced system features included in this Statement of Work.

Deliverable	Description
Maintenance of Advanced Features and Universal Solutions	Maintenance services related to Advanced Features and Universal Solutions included in attached Project Scope and Deliverables section will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.
Advanced Features Used: 1. **1099 Export** 2. **Check Processing** (export and request/voucher) 3. **Interview Entry Module** 4. **Custom Letters**	Maintenance services related to Advanced Features will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.
Universal Solutions Used: 1. **Business Intelligence** 2. **Certificate of Insurance Tracking module** 3. **Document Loader** (Managed Care Service Provider attachments) 4. **Electronic First and Subsequent Reports of Injury (FROI and SROI) for Florida** 5. **HR Import** 6. **ISO Indexing Export** 7. **State Forms (Florida)** 8. **Managed Care Service Provider interface** (Ad-Hoc Claim & Note Exports and Transaction Import)	Maintenance services related to Universal Solutions will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.

CS STARS

C. Technical Services

Deliverable	Description	What's Included in this Deliverable
ASP Setup	Client Data will be hosted on CS STARS's servers during the term of this Statement of Work.	‣ Up to 275 gigabytes for storage of data and file attachments. ‣ Additional storage can be purchased at a rate of $300 per gigabyte of storage. ‣ Backups of Database in accordance with the STARS™ Backup and Disaster Recovery Procedures, as updated from time to time ‣ Standard Audit/Monitoring feature is not enabled in STARS™. ‣ Client requested Data Recovery Services can be purchased at $250 per hour. ‣ Client is responsible for allowing appropriate firewall access to STARS™ ASP environment.

Installation, maintenance, tuning, administration or enhancement of Client system environment, networks, servers, or other equipment is not included this Statement of Work.

Client is responsible for complying with the minimum technical requirements as provided in the Hardware and Software Documentation.

D. Ongoing Training

Travel for ongoing training will be billed as incurred unless included in Ongoing Services and Travel section.

Deliverable	Description	What's Included in this Deliverable
Instructor Led Training	Live instructor led training for groups of Client users.	**No training** is included in this Statement of Work.

E. Ongoing Services and Travel

Deliverable	What's Included in Deliverable
Client Support, Account Management and Consulting Services	▶ Package of 80 Client Support Hours is included in this Statement of Work. Client may pre-purchase additional Client Support Hours packages in advance of the complete erosion of any package at the same rate that Client is charged for such Client Support Hours in the initial package. ▶ Additional Support Hours purchased by Client after all Client Support Hours have been eroded will be billed at $250 per hour. ▶ Support is offered during CS STARS normal business hours. ▶ Customer support, account management and consulting services solely related to maintenance and ongoing use (but not implementation) of the Software described in this Statement of Work. Examples include, but are not limited to, service time spent on: User assistance with features, troubleshooting, testing, issues management, stewardship meetings, account management, report configuration, data reconciliation, changes to existing workflows or system setup; changes to data conversions or changes to reports; technical assistance, creation of events and validations, maintenance of custom reports, status calls, meetings and Documentation.
Work Orders	Work orders may be created by CS STARS and Client for Client-requested additional Services (excluding implementation services) not included in this Statement of Work that will erode Client Support Hours. CS STARS will provide an estimate of the Client Support Hours required for the additional Services. A sample of the information required for a Work Order can be found in the Work Order Appendix to this Statement of Work.
Ongoing Travel	▶ Travel may be required for Services including, but not limited to, training, working meetings, stewardship meetings, project meetings, and technical and transition services. ▶ Travel will be billed as incurred with the advance approval of Client.

CS STARS

2. Pricing and Invoice Schedule

See Financial Appendix for additional billing details. Fees do not include applicable taxes. All fees are subject to U.S. State Sales Tax, where applicable. The below Fees may include implementation, migration, professional services and licensing fees.

Deliverable	Fee	Payment Schedule
LICENSES		
46 STARS Enterprise Licenses and 30 Interview Entry Licenses	$8,410	
A. SUBTOTAL: ANNUAL LICENSES	$8,410	
ADVANCED FEATURES AND UNIVERSAL SOLUTIONS – FEES		
1099 Export		
Managed Care Service Provider interface (Import and Export; Notes export)		
Business Intelligence		
Certificate of Insurance Tracking		
Check Export		
Check Request/Voucher		
Document Loader (Managed Care Service Provider attachments)		
Electronic First and Subsequent Reports of Injury (FROI and SROI) for Florida		
FAMIS Export		
HR Import		
Interview Entry module		
ISO Indexing Export		
State Forms (Florida) : excluding FROI and SROI		
B. SUBTOTAL: PRODUCTS	$18,304	

Deliverable	Fee	Payment Schedule
ASP DATA STORAGE	19,125	
CLIENT SUPPORT	15,600	
C. SUBTOTAL: DATA STORAGE AND CLIENT SUPPORT	$34,725	
SUBTOTAL (A + B + C)	$61,439	
TRAVEL AND EXPENSE	$0	
D. TOTAL FEE	$61,439	Invoiced in full beginning on October 1, 2015
E. MEDICARE SECTION 111 SOLUTION OPTION 1 FEE PREVIOUSLY STATED IN AND FOR SERVICES DESCRIBED MORE FULLY IN STATEMENT OF WORK #2 DATED SEPTEMBER 2, 2009	$ 3,250	Invoiced in full beginning on October 1, 2015
F. EDI TRANSACTIONAL BILLINGS	$2.00 per EDI transaction sent and received from the State of Florida (not to exceed $1,000)	EDI transaction fees will be billed as incurred on or about 11/30/2015
MAXIMUM INDEBTEDNESS (D + E + F)	$65,689	

As required by Section 106.431, *Ordinance Code*, the maximum indebtedness of the City for the fifth Renewal Term of the Agreement, as set forth in this Statement of Work shall be **$65,689**: $61,439 as the License and Services fees for the Term of this Statement of Work, as set forth above; $3,250 for the Medicare Section 111 Solution Option 1 annual fee and $1,000 for EDI transactional billings, provided, however, that (a) if it appears that said maximum indebtedness will be exceeded, the parties shall execute a written amendment accordingly and (b) until and unless the parties execute a written amendment to this Statement of Work, CS STARS shall have no obligation to perform any Services that result in Fees in excess of the City's maximum indebtedness.

3. Statement of Work Approval

This offer will expire on September 30, 2014.

    IN WITNESS WHEREOF, the undersigned have duly executed this Statement of Work, or have caused this Statement of Work to be duly executed on their behalf as of the SOW #17 Effective Date.

CS STARS LLC	**CITY OF JACKSONVILLE, FL**
Name	**Name**
Chris Sorey	
Signature	**Signature**
Title	**Title**
CFo	
Date	**Date**
12-17-2014	

CS STARS

Work Order Appendix

A work order may be completed for all Client-requested additional Services not included in this Statement of Work that will erode the Client Support Hours. CS STARS will provide Client an initial estimate of the Client Support Hours required to complete the additional Services.

Sample Work Order Form

CS STARS Work Order

Client Name:

Project Name:

Project Description:

Project Requested by:

Client Desired Timeline for Completion:

Additional Project Details:

CS STARS Estimated Project timeline:

CS STARS Estimated Project hours:

Initialed: CS STARS___ Client_____

CS STARS

Billing and Payment Details Appendix

Main Client Business Contact Information

Business Contact Name	Mitchell Perin
Business Contact Title	Financial & Administrative Manager
Business Contact Address	117 W. Duval Street, Suite 335, Jacksonville, FL 32202
Business Contact Phone	904-630-2929
Business Contact Email Address	mperin@coj.net

Client Billing Information

Billing Contact Name	Same as above
Billing Contact Title	
Billing Contact Address	
Billing Contact Phone	
Billing Contact Fax	
Billing Contact Email Address	
Client Tax Jurisdiction*	N/A
Billing Currency	USD
Preferred Invoicing Method	Email

*If Client has a tax exempt status, please attach tax exempt form to this appendix. For European clients, please indicate VAT or No VAT in this section as well.

Payment Remission Details

Lockbox for Payments	Overnight Courier Address	ACH Wire Instructions
CS STARS LLC P.O. Box 201739 Dallas, TX 75320-1739	Wells Fargo Bank - Regulus Attn: 201739 CS STARS 2975 Regent Blvd Irving, TX 75063	Bank: Wells Fargo Bank Dallas, TX ABA: 121000248 Account No: 4122246440

Initialed: CS STARS _____ **Client** _____