SUBJECT: PIGGYBACK CHARLOTTE COUNTY RFQ #2017000070 FOR RISK MANAGEMENT INFORMATION SYSTEM

BID #: PSC-0506-18 **OPEN DATE: 06/14/2018**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: THREE (3) YEARS FROM CONTRACT EXECUTION

AGENCY: RISK MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK CHARLOTTE COUNTY RFQ #2017000070

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Charlotte County RFQ #2017000070 with Origami Risk, LLC., to provide a risk management information system. The period of service will be three (3) years from contract execution. The total expenditure requested not-to-exceed $426,760.00.

To be executed by formal contract through the Office of General Counsel and encumbered by account AFRM581AD-03109.

ATTACHMENTS: Recommendation Memo, Risk Management Insurance Approval, Charlotte County RFQ, Charlotte County Contract, Statement of Work

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Twane Duckworth, Chief of Risk Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Division of Insurance and Risk Management
117 West Duval Street
Suite 335
Jacksonville, FL 32202
(904) 630-7521
www.coj.net

MEMORANDUM

TO: **Greg Pease, Procurement Chief**

FROM: **Twane Duckworth, Chief of Risk Management**

SUBJECT: **Risk Management Information System Piggyback - GGAC**

DATE: **June 8, 2018**

The Risk Management Division (the "Division") for the City is currently engaged in a contract with Marsh Clearsight to provide the Division a Risk Management Information Systems ("RMIS"). The Division is working with the Office of General Counsel to terminate this contract early for matters of convenience – namely superior delivery and functionality needed by the Division in a RMIS program.

Pursuant to Section 126.211 and 126.309 of the Purchasing Code, approval is requested for a non-competitive, "piggy-backing" award to Origami Risk, LLC to provide the Division with a RMIS. This will allow the Division to move forward with a transition from Marsh Clearsight in a more seamless, efficient and quick manner.

Origami Risk contracted with the County of Charlotte, Florida in response to Charlotte County RFQ 2017 000070 (attached). Origami Risk's resulting contract to the competitively bid RFQ is attached and has an effective date of October 30, 2017 with a term of three years (until October 30, 2020). Origami Risk is proposing to perform the implementation and transition from Marsh Clearsight for $426,760.00, which is consistent with the pricing used for Charlotte County's RFQ and contract. The Division's funding source is through AFRM581AD – 3109.

Attachments:

Exhibit 1 – Charlotte County RFQ

Exhibit 2 – Charlotte County RFQ Awarded Contract – Origami Risk

Exhibit 3 – Origami Risk proposed Statement of Work/Pricing

Fleming, Chelsey

From: Duckworth, Twane
Sent: Friday, June 08, 2018 3:28 PM
To: Fleming, Chelsey
Cc: Willis, Ann; Nunziato, Christine
Subject: Re: GGAC Letter / Agenda Item

Chelsey,

Thank you for checking, i appreciate the process.

Please accept this writing as confirmation that the Risk Manager has reviewed their insurance and finds it acceptable!

Thank you!

Twane Duckworth, J.D., ARM
Chief of Risk Management

> On Jun 8, 2018, at 1:24 PM, Fleming, Chelsey <CFleming@coj.net> wrote:
>
> Good afternoon Twane,
>
> The only information I see that is missing from the piggyback is the approval of the insurance portion of the contract by the Risk Manager. If you could please provide that.
>
> Thank you,
> Chelsey Fleming
> Purchasing Analyst
> Procurement Division
> City of Jacksonville
> cfleming@coj.net<mailto:cfleming@coj.net>
> Direct 904.255.8826
>
> [coj_text-logo_signature]
>
>
>
> From: Nunziato, Christine
> Sent: Friday, June 08, 2018 11:40 AM
> To: Fleming, Chelsey
> Cc: Pease, Gregory; Duckworth, Twane
> Subject: FW: GGAC Letter / Agenda Item
>
> Hi Chelsey. Would you please prepare for GGAC? Thanks.
>
> Chrissy Nunziato
> Manager of Purchasing Services, Asst.
> Finance and Administration Department
> Procurement Division

Board of County Commissioners
Request for Quotation
THIS IS NOT AN ORDER

Date:	12/02/2016
Page:	1 of 11

RFQ #2017000070

Charlotte County Purchasing Division
18500 Murdock Circle, Room 344
Port Charlotte, Florida 33948-1094

Contact Person: Cheryl Mastin, CPPB
Senior Contract Specialist
Contact Phone: 941.743.1526
Contact Email: Cheryl.Mastin@CharlotteCountyFL.gov

Reply No Later Than: November xx, 2016 (3:00 p.m. EST)

Scope of Services

RISK MANAGEMENT INFORMATION SOFTWARE – CLAIMS MANAGEMENT

PURPOSE: It is the intent of Charlotte County to obtain the services of an experienced firm to provide a claims management software system ("System") to manage the County's insurance claims; inclusive of all software and services necessary to implement a System that meets the requirements of the County. It is the goal of the County to maintain all of its claims and associated data on the same system.

QUOTE PRICES: Completion time shall be expressed by the established service time. The price quoted shall include Contractor's cost in full for all transportation, labor, materials and equipment used in performing the services herein.

PRE-QUOTE CONFERENCE: A pre-quote conference will be held on **December 14, 2016, 2:30 p.m. (EST)** to answer questions and discuss the requirements of the County, in the Charlotte County Purchasing Division Conference Room, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida. Attendance of this meeting is not mandatory; however, interested quoters are encouraged to attend.

EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a Quote Form, Quoter shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this contract. Failure to familiarize himself/herself with conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required.

NOTICE TO PROCEED: A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon commencement date. No work under the Contract shall begin until after the Notice to Proceed/Purchase Order has been issued.

RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the County, shall constitute a binding contract. The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the County's quote package.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

A. Obviously misplaced decimal points will be corrected.

B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the County will proceed on the assumption that the quoter intends his quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

CANCELLATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

SCOPE OF SERVICES:

A. BACKGROUND AND INTRODUCTIONS - Charlotte County offers many services to its citizens including law enforcement; emergency medical services; construction and maintenance of street and traffic systems, roadways, bridges and other infrastructure; preservation and maintenance of beaches, parks and environmentally sensitive lands; recreation facilities, programs and cultural activities; comprehensive planning and community development; community information and education programs; health and human services; water and wastewater utilities; solid waste disposal facilities; storm water utility facilities; and public transportation activities.

For liability protection in providing these many services, the County's Risk Management Division (RMD) administers an insurance and risk management program for its Board of County Commissioners, Clerk of the Circuit Court, Supervisor of Elections, Tax Collector, and Property Appraiser. These agencies have a total of approximately 1200 employees; and 165 claims for Workers Compensation and Auto and General Liability Coverage Lines for the period of October 1, 2015 to September 30, 2016. The County is self- insured for general liability and automobile insurance and maintains high deductible policies for property, general liability, auto liability, and workers compensation claims.

The purpose of this Quote is to obtain from qualified firms, their experience, qualifications, and pricing to provide a claims management software system ("System") to manage the County's insurance claims. The successful Quoter shall provide all software and services necessary to implement a System that meets the requirements stated herein.

B. PROJECT OVERVIEW - The project objective is to select a System that will enhance the services to our clients and external contacts. It is the preference of the County to obtain a web- based (vendor-host) program that will provide secure and reliable access. It is the goal of the County to maintain all of its claims and associated data on the same system. The System selected through this solicitation must provide the ability to collect claim information, administer claims, track reserves, payments and transactions, capture, process and report relevant data, and interface with third party vendors and systems and support a paperless claims environment. All incidents will be reported to RMD who will then enter the claim information into the system, including the scanning, or uploading supporting documentation directly into the incident. If/when an incident is converted into a claim then the claim information will need to be transmitted to the County's current Third Party Adjuster (TPA). It will be critical that the System can obtain updates from an export file that a minimum will include financials, and notes from the PGCS system.

It is the intent for the System be able to provide "field" personnel the ability to enter new incidents into the system and attach supporting documentation electronically for RMD to evaluate and manage the incident from claim to closure.

C. Minimum Technical Standards:

1. Current System - The County currently relies solely on a Third Party Adjuster's system (TPA), PGCS Claim Services (PGCS) to manage General Liability, Property and Workers Compensation claims. RMD staff does have access to the PGCS system to review notes, and basic financial information on each claim.

The County has four (4) employees in the RMD who will be using the system and inputting data. Other users are to be provided access to view claims, attachments, and reports but not be allowed to make any substantial changes to the data base, commonly referred to as light users.

2. Requirements - The successful Quoter shall work with the County to compile information to obtain a clear understanding the County's current operating processes and develop a functional System possessing, at a minimum, the following capabilities:

a. Upload claims from loss data available from the TPA into the new software in order to maintain past loss history by coverage and "business unit". We anticipate approximately 25 years of claims, or roughly 7,000 total claims (6,917 lines of data as per our loss run valued on September 30, 2016). Build hierarchy within the software system in such a fashion as to allow reporting to be done at each level of the structure by coverage line, business unit, and the like.
b. Conversion of **all** data from the existing systems to the new System.
c. Streamlined, web-based incident reporting capabilities for complete accuracy of data collected. Capability to input and upload claim log notes and document directly to the claim file and view all claim activity in real time.
d. Ad hoc reporting and the flexibility to allow limited report generation by users outside of the claims administration function.
e. It is not expected for integration with the County's other relevant electronic information systems. However, it should be expected the System be able to accept excel based data uploads for vehicles, employees and such, so that prefill capabilities can be utilized on incident entry by RMD staff. It is imperative that expectations between the chosen vendor and the County be clearly identified, and shall include designated representatives from our TPA Preferred Governmental Claim Solutions (PGCS).
f. Role based security.
g. Capacity to provide paperless claim processing, workflow management and electronic data interchange with external regulatory bodies.
h. Store and index attachments (documents and images), and support native file formats, including PDF, PDF (text searchable), .tif, .jpg, .png and popular MS Office file formats, and/or be able to integrate with OnBase or MS SharePoint.
i. The System shall provide an overall architecture that has the flexibility to remain current with technology and respond to changing business conditions.
j. The successful Quoter shall provide ongoing application support and regular product releases and upgrades.
k. The System shall be configurable so that established processes and data elements can be modified as new demands for tracking data or statutory requirements are imposed.
l. The System shall adhere to and implement current privacy standards of HIPAA requirements, and follow the national electronic data interchange (EDI) standards and use the national standard codes such as HCPCS, CPT, and CDT.
m. The System shall have a plan and strategy for disaster backup and recovery performance.

3. Functionalities - The System shall perform, at a minimum, the following functions:

a. Workers Compensation: Manage process from First Report of injury to claim settlement. The System to be configured to support Best Practices by prompting key information during data gathering and throughout the claim's lifecycle. Financial management to include automated reserves and payments, scheduled indemnity payments with prompts for ending dates. Record claimant demographic data, claim numbers, type, status and representatives for documenting general injury and/or illness data, in addition to cause, nature, body part, and other key reporting information. Employment information such as wage, benefit, employer, occupation, employment history and job duties, work status, and return to work efforts as may be appropriate.
b. General and Automobile Liability: Record insured, claimant demographic data, claim numbers, type, loss date, report date, and status. Automobile loss information including vehicle and driver demographics, vehicle damage description and estimates, owner and passenger information, accident description, safety compliance or violations, insurance and agency report submissions, traffic and injury related documentation, and third party investigation assignments.
c. Property loss information would include names, descriptions and locations, in addition to damage descriptions, estimates and owner demographics.
d. Accident or loss related details to include cause, nature, time and date, insurance and agency report submissions, and third party investigation assignments.
e. General liability to record a general description of loss and demand amount, accident or loss details including date and time, claimant age, safety compliance or violations, insurance and agency report submissions, third party investigation assignments, and injury related documentation and medical history.
f. Financial transactions such as the ability to set and edit reserves, record receipt and payment/denial of bills, record subrogation and recovery transactions.
g. Settlements are to be tracked with documentation of demands, evaluations, authorizations and agreements between all parties to the claim, including primary and excess insurers.
h. The System should record litigation information including tracking applicant and defense attorneys, filings, depositions, mediations and hearing outcomes.
i. A free-form notepad with diary and Email functionality.
j. Database to have merge fields which interface with user definable templates automating critical claim management correspondence and forms.
k. It is imperative that the RMIS system be able to accept claim information such as financials, notes, and such, from our TPA. It is expected that since the TPA is the Claims Manager of record that at a frequency agreeable to the County, the RMIS system will be updated in an automated fashion thru an export file. The Quoter shall be responsible to identify a method, and supply the County with method to accomplish this task within their quote.

4. **Demonstration** - A software demonstration may be required to assist the County in evaluating the proposed System features and capabilities. Provisions may be made to furnish the Quoter with any needed test data and a description of desired outputs. Quoter(s) will be responsible for all costs associated with the providing the demonstration. Demonstrations can be provided by video conference, computer, or other means.

5. **Support / Maintenance** - The County requires the successful Quoter to provide support services for a minimum period of one (1) warranty year following System acceptance at no additional cost to the County. Support services shall include telephone, on-line technical and user support, as well as on-site services if necessary.

Following expiration of the initial one-year (1-year) period, the successful Quoter shall provide support services, including, but not limited to, telephone and online technical and user support, as well as on-site services if necessary.

6. **Transition Plan** - The successful Quoter shall be capable of implementing a plan for executing the transition of claims including all necessary set-up, interfacing, integration, and training. The plan shall also include a process to handle outstanding and open claims during the transition period

D. Minimum Qualifications: To qualify for any consideration, the Quoter(s) shall have the knowledge and expertise of insurance claims processing functions, preferable within a self-administered public sector environment. Provide references for at least three (3) similar services within the past five (5) years.

FORMAT: Firms are to submit their quotes in the same format as listed in the Criteria for Award. Quotes are to be submitted via email (inclusive of required forms).

CRITERIA FOR AWARD: Award of this quote will be assessed according to the following criteria:

Evaluation		Maximum Points
A.	**System** 1 Describe your claim management system platform 2. Functionalities 3. Support 4. Maintenance 5. Security 4. Transition Plan 5. Project Timeline 6. Training	**1 - 40**
B.	**Experience – similar type projects** 1. Firm's background & size 2. List Principal of Firm and Key Personnel - who will be professionally associated with the County (do not include personnel that will not have a key role in providing services). Describe their respective areas of expertise 3. References	**1 - 30**
C.	**Pricing Structure (provide cost plus annual maintenance)**	**1 - 20**
D.	***Local Preference**	**0 or 10**

*Charlotte County has adopted a "Local Preference Policy". If the firm affirms that it is a local business, the Affidavit Claiming Status as a Local Business, which is included as a part of the quote form, must be completed.

The County reserves the right to reject the quote of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest quoter is deemed non-responsible by the County, such quoter shall receive written notice from the County of this determination. The quoter shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the Quoter's responsibility. The County shall make a final determination regarding the Quoter's responsibility at the time of award of the contract.

SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value.

TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

SAFETY AND HEALTH REQUIREMENTS: Charlotte County Safety and Health Requirements specifically outline the purpose, authorization, rules, and techniques to be utilized by all Contractors performing work for Charlotte County. All Contractors should become familiar with the contents of this program to ensure compliance with its procedures. The Contractor shall submit a Contractor Health and Safety plan to the County prior to commencement of work. (See attached requirements)

PAYMENT: All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

INSURANCE REQUIREMENTS: The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of coverage required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with the limits shown:

- **Workers Compensation/Employers Liability** – Workers Compensation insurance as per Florida Statute 440. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as employees under Florida Statute 440 and will not acquire any employees during the course of the contract, the requirement for Workers Compensation may be waived by the Risk Manager. .

- **Commercial General Liability** – The Contractor shall carry General Liability insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000) per occurrence and in the aggregate. The policy shall include:

    - Premises operations and mobile equipment
    - Products and completed operations
    - Property damage including completed operations
    - Explosion, collapse, and underground hazards (based on exposure)
    - Personal injury
    -

- **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (Any Auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage per occurrence.

    -

  If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Additional Insured – All policies, ***except*** for the Workers Compensation shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or other Additional Insured endorsement that meets Risk Management approval.

- **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers, Contractors and sub-Contractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractors employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

- **Policies Primary and Non-Contributory** – All policies required shall be primary and not contributing to or in excess of any Coverage County may choose to maintain.

- **Severability of Interests –** The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for

suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

- **Proof of Coverage -** The Contractor shall furnish Certificates of Insurance to the County Purchasing Division evidencing the insurance coverage including endorsements, as required, prior to the commencement of performance of services herein, which certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- **Acceptability of insurance carrier** – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

- **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

- **Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

- **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
  Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

  Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the par to the County.

UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

If notified of the acceptance of this quote form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County.

The signature below is a guarantee that the Quoter will not withdraw his/her quote for a period of thirty (30) days after the scheduled quote due date.

HOLD HARMLESS AGREEMENT:

_____(name of firm) through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of _____(name of firm)and persons employed or utilized by_____(name of firm) in the performance of this contract.

_____ (name of firm) agrees that the first ten dollars ($10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): **Individual Ownership** _____ **Joint Venture** _____

Partnership _____ **Corporation** _____

Name of Quoting Firm:_____

Mailing Address: _____

Location Address: _____

City & State: _____ **Zip:**_____

Telephone: _____ **Fax Number:** _____ **E-mail:** _____

Signature of person authorized to bind the Company:_____

Print name and title of person above: _____

Date:_____

Local Business Status: If Quoter affirms that it is a local business as defined on page 9 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this quote package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☐ No, our business does not qualify as a Local Business.

DUE DATE: Please email quote to the Purchasing Division, addressing it to the attention of:
Cheryl Mastin, Senior Contract Specialist
Quote must be received no later than 3:00 p.m. (EST), December 30, 2016

QUOTE RESULTS: In accordance with Florida Statues, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at www.charlotteCountyfl.com/purchasing under "Purchasing Bids Online", document number 170704. No information regarding the submittal will be divulged over the telephone.

(This page to be returned)

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

A. Local Business Definition:
Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option):
Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of_____, 20____.

_____ _____
Notary Public Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for **RISK MANAGEMENT INFORMATION SOFTWARE – CLAIMS MANAGEMENT**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

Source of Supply	Subcontractor(s)
1._____	1._____
2._____	2._____
3._____	3._____
4._____	4._____
5._____	5._____
6._____	6._____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

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, and 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 subsection (1).

4. In the statement specified in subsection (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 Chapter 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 this section.

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

Signature _____

Dated _____

Quoter's Name:_____

(This page to be returned)

REFERENCES - RISK MANAGEMENT INFORMATION SOFTWARE – CLAIMS MANAGEMENT

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

2. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

3. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

4. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

Quoter's Name:_____

(This page to be returned)

EXHIBIT A
STATEMENT OF WORK

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for Charlotte County, Florida ("Client"). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami, into which it will now be integrated as Exhibit A.

PROJECT SCOPE

Provide and implement Origami's Risk Management Information System (RMIS) to Client's Risk Management team to ensure accurate and consistent tracking and reporting of Client's claims & locations as well as analytical analysis. Client's Location Hierarchy is anticipated to be formatted in six levels.

Client will be utilizing standard elements of claims management provided by the Origami Risk system. These include, but are not limited to – notes, tasks, emails, file attachments, mail-merge and other such claims management features. Client utilizes the services of PGCS for claims administration services. As such, there are no payments to be made in the Origami system as client will not be utilizing claims administration licenses or configurations.

While Client is not using the Origami Risk system for full in-house adjudication of claims, they have elected to utilize the Claims Administration licenses to allow for system access to allow for posting of financial values to those claims which don't get sent to the TPA.
(Example - a third party claim where Client's vehicle backs into a mailbox, liability is clear and would only require a simple replacement of a mailbox. Rather than send to the TPA in this scenario, Client will have standard claim handling abilities in the system (such as send an email to authorize the department to repair, send/post the Invoice file attachment, post the financial impact and close the file.)

Historical Data Conversion – there is no historical data conversion contemplated in this SOW. Data loaded by Origami will solely consist of the claims data which will be provided in a monthly Claim Only data feed from Client's TPA, PGCS.
System Configuration / Implementation – This SOW and pricing is inclusive of a total of 100 hours of project management and system configuration led by Origami Risk to support Client's desired configurations.

NOTE for Single TPA Feed: Should Client change TPA service provider from PGCS to another provider and no longer need the PGCS feed, a feed from the new TPA will not incur additional fees. (as new TPA represents a replacement of the PGCS feed)

CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator ("Client SA") who will be responsible for working with Origami to implement Origami and to provide ongoing production support to Client's Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

Client will have access to configuration tools in Origami Risk and shall have final responsibility for all configurations contemplated by the Implementation and Support sections in this SOW or otherwise created by or for Client or Client's Users in Origami Risk (including, without limitation, forms, dashboards and interfaces). For all such configurations, Client shall be responsible for functionality, usability and access rights for data used by such configurations.

LICENSES

User Licenses

License	Quantity	Description
Full User	(1) One	These licenses have access to all the capabilities and features of Origami Risk, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits, and except for those features listed within the Extended Functionality Licenses section below.
Light User	(0) Zero	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the system. Light Users do not have access to the Administration features, and do not have access to those features listed within the Extended Functionality Licenses section below.
Claims Adjusting User	(3) Three	These licenses have access to all the features and capabilities of Origami Risk, except those features listed within the Extended Functionality Licenses section below.

Extended Functionality Licenses

License	Selected	Quantity	Description
Enterprise Portal Data Entry License	No	Up to **(0) records** added per year	These licenses are not named licenses and have access only to enter records into an Anonymous Collection Portal, by clicking an Anonymous Collection Link generated via Origami's administration features.
Enterprise Grant Access License	No	Up to **(0) grants** sent from Origami per year	These licenses are not named licenses and the URL is sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record.
Secure Email License	No	Up to **(0) Secure Emails** sent per month	This license enables Origami Risk's secure email functionality, which provides password protected hosting for email communications from and to Origami Risk.
Enterprise Values Collection	No	**(0) Zero Users**	These licenses allow Client's representatives in the field to enter data through Origami's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data as required by Client.
ODG Integration User*	No	**(0) Zero Users**	This license enables Origami Risk's integration with ODG's Return to Work guidelines. This feature may only be utilized by Claims Adjusting Users and Full Users. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
OCR Scanning License	No	**(0) Zero Pages** per year	This license provides access to Origami Risk's Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields within Origami Risk.
Tableau*	No	**(0) Zero Users**	This license allows Origami users to access Tableau within the Origami Environment, providing enhanced data visualization.
SMS Messaging*	No	**(0) Zero SMS Messages** (in blocks of 10,000/year) over initial 500	This license provides the ability to send SMS messages as workflow actions within Origami's administration features. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
eSignature Integration*	No	**(0) Zero Envelopes** (in blocks of 100)	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.
Certificates License	No	**(0) Zero Insureds** over initial 100	This license allows Client to utilize Origami Risk's Certificate of Insurance tracking for third party Insureds, such as tenants, contractors or customers. The first 100 Insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 Insureds.

* By purchasing this license, Client will need to agree to certain vendor terms and conditions to be provided by Origami.

Features that require a third party agreement, usually for an additional fee, to be enabled in Origami include:

- CMS 111 when using a third party provider
- Advisen policy benchmarking
- Predictive analytics via 3rd Parties
- EDI FROI/SROI via 3rd Parties

License Notes:

1. Origami Risk adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.

2. In addition to the generally available features, Origami Risk may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. In such cases, additional fees will apply.

HOSTING

Origami will provide data storage for up to 10,000 claims and incidents. In addition, Origami will provide 50GB of file attachment storage. Additional storage is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

IMPLEMENTATION PROCESS

Implementation is the process of configuring Origami for use by Client including system settings, supporting Client in loading data, training users, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Origami platform for the above defined business purposes, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation.

System Configuration

Origami will:

- Develop the incident forms for Workers' Compensation, General Liability, Auto Liability, Property, Professional Liability, Employment Practice, Pollution Liability.
- Configure claim form layouts which mirror the incident forms listed above (Workers' Compensation, General Liability, Auto Liability, Property, Professional Liability, Employment Practice, Pollution Liability.)
- Configure up to 1 default dashboard using standard Origami dashboard widgets.
- Configure up to 6 reports using standard Origami RMIS templates and/or the custom template design tool.
- Configure up to 2 report distribution lists.
- Configure 1 Location form layout
- Configure 6 levels of Location hierarchy
- Configure up to 4 Contact form layouts
- Configure 1 Policy form layout
- Configure up to 6 data entry events with corresponding system actions
- Configure up to 4 User Security Profiles

Client will:

- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Historical / Legacy Data:

Loading of historical data by Origami is not contemplated in this project/SOW.
Any current or historical data desired to be incorporated into the Origami system will be keyed into the system by Client's named users of the system or imported by Client through standard Admin Data Import functionality & standard templates Examples of items Client may choose to upload/key in are claims/matters not present in the feed from PGCS, values/exposures, policies, assets, etc.

Loading Carrier / TPA Claims Data for Data Processing

Origami will:

- Provide Client with text for data request letters suitable for requesting necessary data from each of the sources named above.
- Convert and load the initial system data from the sources named below

Client will:

- Arrange for claims only data (no adjuster notes or individual financial transactions) to be sent to Origami from Client's TPA, PGCS.

NOTE: Should Client change TPA service provider from PGCS to another provider and no longer need the PGCS feed, a feed from the new TPA will not incur additional fees. (as new TPA represents a replacement of the PGCS feed)

Configuring Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

There are no interfaces, imports or extracts contemplated in this SOW.

Incident / Claim Intake Process

- Client's named users will key in new incidents/claims into the Origami Risk system.

Configure Workflow Mail-merges

Origami will:

Configure two mail merge documents and associated workflow through standard Data Entry events
1) Mail-merge document of new claim details to be emailed to Client's TPA - PGCS
2) Mail-merge document to County Accounts Payable (AP) team to replenish check register by payment amounts made by PGCS. (No payments will be made through the Origami Risk system)

Training

Origami will:

- Provide 8 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in years 2 and 3. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual

agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:

- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training

PROJECT MANAGEMENT OPTION SELECTED:

Origami Risk is founded on a set of **AGILE** and iterative processes from top to bottom. These contemporary tenets are the foundation of our ability to deliver better products and more accurate implementations in a fraction the time of our competitors. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:
[Included] Agile Project Management
[Not Included] Traditional Project Management

Agile Project Management - Included

Origami will:

- Maintain schedule with key deliverables and expected dates*
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule
- Origami's administrative tools and screens are by their nature self-documenting and serve as documentation of the implementation for Client's System Administrator to reference.

Client will:

- Participate in status calls and working meetings
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

Traditional Project Management – Not Included

In addition to Agile Project Management described above, Origami shall designate a Project Manager to provide [xx] hours of project management during the Implementation (on average [x] hours per week). This Project Manager shall maintain a library of written artifacts and conduct activities including:

ACTIVITIES:

- Formal project kickoff**
- Designated Project Manager role
- Maintain schedule with key deliverables and expected dates/milestones
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule
- Coordinate meetings and discussions with stakeholders as needed to maintain project progress*
- Maintain project status document containing priority list, open items and changes which may impact timeline

ARTIFACTS:

- Formal project kickoff agenda**
- Communication plan
- Formal stakeholder analysis
- Project charter
- Collaboration website
- Detailed work breakdown structure
- Weekly project status calls, agenda, meeting notes
- Detailed issues and risks log
- Action items list
- Detailed project plan
- On site agendas**
- Change control management
- Executive steering committee status call agenda (as needed)
- Origami governance decision management document
- UAT test plan for critical items***
- Executive project dashboard
- Lessons learned analysis

*Project Management assigned as shared role of team members
**May include on site attendance
***Dependent on client input and test cases provided

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW.

Carrier / TPA Claims Data Ongoing Processing

Origami will:
Process the claim data updates received from Client data providers as follows:
- PGCS : Claims Only Feed – (No Adjuster Notes or Individual Financial Transactions) processed Monthly

Client will:
- Use Origami tools to resolve exceptions, if any, such as missing locations, incomplete code maps, and other exceptions, which may occur in the update as a result of data errors or missing data from data providers.
- Notify Carrier / TPA of data exceptions when appropriate to have data corrected at source.

Professional Services
This SOW includes up to 20 hours of Professional Services in the first year, up to 20 hours in the second year, and up to 20 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the system
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is $40,200 for the first year, $28,700 for year two, and $28,700 for year three of the contract. Exhibit B provides a detailed breakdown of the components of the price.

Payment for Year 1 will be invoiced and due upon commencement of this agreement. Payments for Year 2 and 3 are due on the respective anniversary date of the contract.

If needed, additional services can be purchased through an addendum to this contract. All fees are subject to State Sales Tax, where applicable.

All Travel Costs and Expenses will be pre-approved by Client in writing and billed to Client as incurred.

ADDITIONAL PRICING:

1. If Client requires additional storage during the term of this SOW, additional fees will apply as follows:

- Current annual fee for storage for up to 10,000 Claims / Incidents = $7,500
- Annual fee for storage of 10,001-25,000 Claims / Incidents = $15,000
- Annual fee for storage of 25,001-50,000 Claims / Incidents = $25,000

- Current annual fee for storage includes 50GB of File Attachment storage
- Additional File Attachment storage is $2,000 per 50GB per year

2. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate listed within Exhibit B. Bundled hours may be added prior to the start of each contract year.

3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

4. Client may elect to expand use of the Service to include the following items in the future.

Optional Item 1: Client is not using the Origami Risk system for full in house adjudication of claims (reserve worksheet configuration / payment processes running through Origami) but has elected to utilize the Claims Administration licenses to allow for access to post expense amounts to the financial aspects of those claims which don't get sent to the TPA. Client may potentially elect in the future to go full claims admin through Origami. In this case, Client has the appropriate license already and Origami would provide configuration costs for Client's consideration.

Optional Item 2: In this SOW, Client is not using the Origami Risk system for field based reporting of new incidents/claims. In the future, Client may be considering field personnel submitting new incidents through Origami's Enterprise Intake License (portal solution) or potentially the addition of light licenses for 6-10 limited users.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

By: RTRS Legal Origami Risk DTS Approved

Name: Robert G. Petrie III
(Print Name)

Title: President and CEO

Date: October 30, 2017

CHARLOTTE COUNTY, FLORIDA

By: RJSandrock

Name: Raymond J. Sandrock
(Print Name)

Title: County Administrator

Date: 11/01/17

EXHIBIT B
PRICING DETAIL

	Year 1	Year 2	Year 3	Comments
Origami Risk Software Licenses	$5,000	$5,000	$5,000	Origami Risk Annual Software License
Licensing – Claims Administration	$9,000	$9,000	$9,000	3 Claims Administration users
Licensing – Full Users	$2,000	$2,000	$2,000	1 Full User
Licensing – Light Licenses	$0	$0	$0	Not Applicable / No Light Users
Hosting	$7,500	$7,500	$7,500	Hosting of up to 10,000 claims/incidents.
Data Processing	$3,500	$3,500	$3,500	PGCS - Monthly Claim Only feed
Interfaces	$0	$0	$0	Not Applicable / No feeds or Interfaces contemplated
Implementation Fee	$18,500	$0	$0	Includes 100 Total Hours Contemplates 8 hours of Formal Training and 92 hours of Project Management/System Configuration
Professional Support	$3,700	$3,700	$3,700	• 20 Professional Support hours each year for continued configuration, development, support, etc.
Total	**$40,200**	**$28,700**	**$28,700**	*This quote is valid until 12/31/2017*

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami Risk will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the "Availability Requirement"). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

"Excluded Event" means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami's or its direct service providers' reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client's affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client's equipment or non-Origami software. The Availability Requirement applies only to Origami's production environment and not to Origami's staging environment.

Service Credits:

In the event there is a material failure of Origami's service to meet the Availability Requirement (a "Service Level Failure") in any calendar month, then Client shall have the following sole and exclusive remedy: Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (i.e., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a "Service Credit"). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, professional services fees or any other prepaid bundled fees other than licensing fees.

If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.

For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.999999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any Origami Risk user can visit http://status.origamirisk.com/ to view the current system status.

SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time frames:

Urgent Requests
An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word "Urgent" in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

Normal Requests
A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client's system administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.

Origami Risk uses TLS with 256 bit encryption for all communications over http. Origami databases are fully encrypted using 256 bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk FTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

STATEMENT OF WORK

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for City of Jacksonville, FL ("Client").

WHEREAS, Origami entered into an agreement with Charlotte County to provide and implement a risk management information system (RMIS), dated October 30, 2017 (the "Charlotte Contract"); and

WHEREAS, Origami and Client wish to enter into an agreement for Origami to provide Client with a risk management information system (RMIS) as set forth in this SOW on the same terms and conditions as the Charlotte Contract.

MODIFICATIONS TO CHARLOTTE CONTRACT

1. Any reference to Charlotte Contract in the Charlotte Contract shall instead be deemed to refer to Client for purposes of this SOW. To the extent that this SOW conflicts with any provision of the Charlotte Contract, the provisions of this SOW shall govern.

2. The parties agree that this SOW will apply to the services provided to Client, and Exhibits A and B of the Charlotte Contract shall be replaced in their entirety by this SOW (including the Pricing Detail attached hereto as Exhibit A).

3. Notwithstanding anything to the contrary set forth in the Charlotte Contract, the term of this SOW shall commence on the date that this SOW is signed by both parties and remain in effect for three years, unless terminated sooner in accordance with the Charlotte Contract.

PROJECT SCOPE

Provide and implement Origami's Risk Management Information System (RMIS) to Client's Risk Management team to ensure accurate and consistent tracking and reporting of Client's incidents, claims, policies, and locations.

Project Priorities: The immediate priorities focus on the following areas: (i) convert and load data from previous RMIS, in order to turn off previous RMIS; (ii) build out screens, interfaces and workflows necessary to self-administer claims; and (iii) implement incident collection from the field.

Client plans to also utilize certificate tracking. However, this item is lower priority and should be addressed after Go-Live.

(i) Convert and load data from previous RMIS
Origami will convert the Client's previous RMIS data and import into Origami Risk. This process requires the receipt of timely and accurate data from the previous RMIS vendor, and requires collaboration between Origami and Client to evaluate and resolve data anomalies uncovered throughout the conversion process.

(ii) Self-Administration System Design
Origami will work with Client to configure and deploy features of Origami Risk to empower Client's adjusting professionals to self-administer claims per the specifications outlined in this Statement of Work including screen design, interfaces and workflows.

(iii) Incident Collection
Origami will work with Client to configure and deploy the standard incident collection features of Origami Risk to empower Client's professionals at locations throughout the hierarchy to report incidents directly. Origami and Client will collaborate on the layout of the question sets for each type of incident along with any workflows which may be triggered by the creation or edit of such incident records.

CLIENT ROLES AND RESPONSIBILITIES

Client will identify a System Administrator ("Client SA") who will be responsible for working with Origami to implement Origami and to provide ongoing production support to Client's Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

Client will have access to configuration tools in Origami Risk and shall have final responsibility for all configurations contemplated by the Implementation and Support sections in this SOW or otherwise created by or for Client or Client's Users in Origami Risk (including, without limitation, forms, dashboards and interfaces). For all such configurations, Client shall be responsible for functionality, usability and access rights for data used by such configurations.

LICENSES

User Licenses

License	Quantity	Description
Full User	**(2) Two**	These licenses have access to all the capabilities and features of Origami Risk, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits, and except for those features listed within the Extended Functionality Licenses section below.
Light User	**(20) Twenty**	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the system. Light Users do not have access to the Administration features, and do not have access to those features listed within the Extended Functionality Licenses section below.
Claims Adjusting User	**(20) Twenty**	These licenses have access to all the features and capabilities of Origami Risk, except those features listed within the Extended Functionality Licenses section below.

Extended Functionality Licenses

License	Selected	Quantity	Description
Enterprise Portal Data Entry License	Yes	Up to **(25,000) records** added per year	These licenses are not named licenses and have access only to enter records into an Anonymous Collection Portal, by clicking an Anonymous Collection Link generated via Origami's administration features.
Enterprise Grant Access License	No	Up to **(0) grants** sent from Origami per year	These licenses are not named licenses and the URL is sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record.
Secure Email License	Yes	Up to **(5,000) Secure Emails** sent per month	This license enables Origami Risk's secure email functionality, which provides password protected hosting for email communications from and to Origami Risk.
EDI FROI/SROI Reporting via Mitchell:	Yes	Jurisdiction: **Florida** Up to **5,000 transactions** per year (with additional transactions at pricing set forth in the Additional Pricing section below)	This license gives access to Origami Risk's interface with Mitchell for the purpose of EDI state workers' compensation reporting. Origami's interface with Mitchell allows for the creation, validation and submission of First Report of Injury submissions. Origami's interface will receive a file back noting any exceptions, driving adjuster notifications and workflow. EDI FROI/SROI Reporting via Mitchell is a subscription service. The subscription includes access to all the capabilities and features of this feature in Origami Risk. Client understands that Mitchell will provide such services pursuant to an agreement between Origami and Mitchell. Origami makes no representations or warranties with respect to Mitchell's services and in no event shall Origami be responsible or liable for any acts or omissions of Mitchell. If the agreement between Origami and Mitchell is terminated during the term of this SOW, Origami shall provide prompt written notice to Client, and the Mitchell services under this SOW shall be terminated as of such date. Origami's Automated EDI FROI/SROI solution requires the client to utilize Origami's standard EDI FROI/SROI functionality and layouts, including EDI related claim fields, codes, financial buckets, and financial categories. Origami will only support this feature in an ongoing phase if no modifications to these areas have been made.
Enterprise Values Collection	No	**(0) Zero Users**	These licenses allow Client's representatives in the field to enter data through Origami's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data as required by Client.
ODG Integration User*	No	**(0) Zero Users** *Client has their own subscription with ODG*	This license enables Origami Risk's integration with ODG's Return to Work guidelines. This feature may only be utilized by Claims Adjusting Users and Full Users. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
OCR Scanning License	Yes	**Accord Certificate Forms**	This license provides access to Origami Risk's Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields within Origami Risk.
Tableau*	Yes	**(1) One User**	This license allows Origami users to access Tableau within the Origami Environment, providing enhanced data visualization.
SMS Messaging*	No	**(0) Zero SMS Messages** (in blocks of 10,000/year) over initial	This license provides the ability to send SMS messages as workflow actions within Origami's administration features. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more

		500	than 500 messages per year.
eSignature Integration*	Yes	**(100) Envelope Blocks** (in blocks of 100)	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.
Certificates License	Yes	**(500) Five-Hundred Insureds** over initial 100	This license allows Client to utilize Origami Risk's Certificate of Insurance tracking for third party Insureds, such as tenants, contractors or customers. The first 100 Insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 Insureds.

* By purchasing this license, Client will need to agree to certain vendor terms and conditions to be provided by Origami. For eSignature Integration (with eSignature functionality provided by DocuSign), Client hereby agrees to the following terms:

> Client hereby agrees to be bound by the DocuSign Terms and Conditions for Reseller Customers, available at https://www.docusign.com/company/terms-and-conditions/reseller. In no event shall Origami be responsible or liable for any acts or omissions of DocuSign. Client hereby consents to Origami providing DocuSign with its data to the extent necessary to perform such services. If the relationship between Origami and DocuSign is terminated during the term of this SOW, Origami shall provide prompt written notice to Client and the DocuSign services under this SOW shall be terminated as of such date (and Origami will provide a refund to Client of any prepaid and unused fees for the DocuSign services).

For enhanced data visualization functionality (provided by Tableau), Client hereby agrees to the following terms:

> In no event shall Origami be responsible or liable for any acts or omissions of Tableau. Client hereby consents to Origami providing Tableau with its confidential information and data to the extent necessary to perform such services. Client understands and agrees that Tableau shall have no warranty, support or other obligation or liability to Client. Client understands and agrees that data contained in Tableau data visualizations is not restricted by Origami's permissions and that Client is responsible for ensuring that any such data visualizations are shared only with appropriate users. If the relationship between Origami and Tableau is terminated during the term of this SOW, Origami shall provide prompt written notice to Client and the Tableau services under this SOW shall be terminated as of such date (and Origami will provide a refund to Client of any prepaid and unused fees for the Tableau services).

Features that require a third party agreement, usually for an additional fee, to be enabled in Origami include:

- CMS 111 when using a third party provider
- Advisen policy benchmarking
- Predictive analytics via 3rd Parties
- EDI FROI/SROI via 3rd Parties

License Notes:

1. Origami Risk adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.

2. In addition to the generally available features, Origami Risk may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. In such cases, additional fees will apply.

HOSTING

Origami will provide data storage for up to 300,000 claims and incidents. In addition, Origami will provide 350GB of file attachment storage. Additional storage is available at any time during the term of this SOW as set forth in the Pricing section below.

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

IMPLEMENTATION PROCESS

Implementation is the process of configuring Origami for use by Client including system settings, supporting Client in loading data, training users, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Origami platform for the above defined business purposes, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation.

System Configuration

Origami will:

- Develop the incident forms for thirteen lines of coverage
- Develop corresponding mobile forms for incident intake
- Configure up to 2 default dashboards using standard Origami dashboard widgets
- Configure up to 15 reports using standard Origami RMIS templates and/or the custom template design tool.
- Configure up to 2 report distribution lists.
- Configure claim form layouts for up to five lines of coverage
- Configure 1 Location form layout
- Configure up to 4 Contact form layouts
- Configure 1 Policy form layout
- Configure up to 20 data entry events with corresponding system actions
- Configure up to 5 Certificate Insured Profiles, and up to 5 certificate emails
- Configure up to 3 User Security Profiles
- Configure SSO with Client's Active Directory using SAML 2.0

Client will:

- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Convert Legacy System ClearSight:

Origami Risk will:

- Provide Client with text for data request letter suitable for requesting necessary data from Legacy Provider
- Convert the Legacy data and import into Origami Risk. Legacy data will include:
  - Claims
  - Incidents
  - Transactions
  - Notes
  - Tasks
  - Contacts
  - Locations
  - File attachments

Client will:

Arrange for an extract of data from Legacy Provider.

Configuring Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

Origami will:

- Develop import routines and schedules required to accommodate imports from third party systems listed below:
  - HR Employee Information - Oracle - Weekly
  - Medbill – AmerSys – Weekly Import of Financial Transactions
  - CMS 111 for 1 RRE
  - Official Disability Guidelines (ODG) Interface – (Client will maintain subscription with ODG directly to maintain this service or may elect to purchase ODG licenses through Origami).

- Develop export routines and schedules required to accommodate exports to third party systems listed below:
  - Medbill - AmerSys – Daily Export of Claims & Notes
  - Treasury – FAMIS – Daily 1-way Export of Check Details
  - Financial Transactions - FAMIS - Daily 1-way Export
  - 1099 Export for import into 1099 Software - Annually
  - CMS 111 for 1 RRE
  - ISO Claim Search – (Client will maintain direct relationship & transactional/subscription payments with ISO for claim indexing/search services)

Client will:

- Arrange for data to be delivered in the agreed upon format, on the agreed upon schedule from above specified systems.
- Coordinate any action required by specified vendors to receive and utilize data feeds coming from Origami in the agreed upon format, on the agreed upon schedule.

Configuration of Incident Intake Process

Origami will:

- Configure the Enterprise Portal Data Entry Screens to accurately mirror Client's existing process (with below improvements)
- Build the workflow in Origami for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:

- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge

Training

Origami will:

- Provide 20 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in years 2 and 3. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:

- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

PROJECT MANAGEMENT OPTION SELECTED:

Origami Risk is founded on a set of **AGILE** and iterative processes from top to bottom. These contemporary tenets are the foundation of our ability to deliver better products and more accurate implementations in a fraction the time of our competitors. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:
Included - Agile Project Management
Not Included - Traditional Project Management

Agile Project Management - Included

Origami will:

- Maintain schedule with key deliverables and expected dates*
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule
- Origami's administrative tools and screens are by their nature self-documenting and serve as documentation of the implementation for Client's System Administrator to reference.

Client will:

- Participate in status calls and working meetings
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

Traditional Project Management – Not Included

In addition to Agile Project Management described above, Origami shall designate a Project Manager to provide zero hours of project management during the Implementation. This Project Manager shall maintain a library of written artifacts and conduct activities including:

ACTIVITIES:

- Formal project kickoff**
- Designated Project Manager role
- Maintain schedule with key deliverables and expected dates/milestones
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule
- Coordinate meetings and discussions with stakeholders as needed to maintain project progress*
- Maintain project status document containing priority list, open items and changes which may impact timeline

ARTIFACTS:

- Formal project kickoff agenda**
- Communication plan
- Formal stakeholder analysis
- Project charter
- Collaboration website
- Detailed work breakdown structure
- Weekly project status calls, agenda, meeting notes
- Detailed issues and risks log
- Action items list
- Detailed project plan
- On site agendas**
- Change control management
- Executive steering committee status call agenda (as needed)
- Origami governance decision management document
- UAT test plan for critical items***
- Executive project dashboard
- Lessons learned analysis

*Project Management assigned as shared role of team members
**May include on site attendance
***Dependent on client input and test cases provided

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW.

Maintenance of Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

Origami will:

- Maintain import routines and schedules required to accommodate imports from third party systems listed below:
  - HR Employee Information - Oracle - Weekly
  - Medbill – AmerSys – Weekly Import of Financial Transactions
  - CMS 111
  - Official Disability Guidelines (ODG) Interface - Client has an existing subscription with ODG.
-
- Maintain export routines and schedules required to accommodate exports to third party systems listed below:
  - Medbill - AmerSys – Daily Export of Claims & Notes
  - Treasury – FAMIS – Daily 1-way Export of Check Details
  - Financial Transactions - FAMIS - Daily 1-way Export
  - 1099 Export for import into 1099 software - Annually
  - CMS 111
  - ISO Claim Search

Client will:

- Ensure the ongoing performance of import and export responsibilities of each 3rd party system.

Professional Services

This SOW includes up to 100 hours of Professional Services in the first year, up to 60 hours in the second year, and up to 60 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the system
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

User Conference

This SOW includes fees for two attendees to attend two separate user conferences.

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is $426,760 for the first year, $297,480 for year two, and $297,480 for year three of the contract. Exhibit A provides a detailed breakdown of the components of the price.

Payment for Year 1 will be invoiced and due upon commencement of this agreement. Payments for Year 2 and 3 are due on the anniversary date of the contract.

If needed, additional services can be purchased through an addendum to this contract. All fees are subject to State Sales Tax, where applicable.

All Travel Costs and Expenses will be pre-approved by Client in writing and billed to Client as incurred.

ADDITIONAL PRICING:

1. **Mitchell EDI Pricing**
   This SOW contemplates the usage by Client of EDI (FROI/SROI) services through Origami Risk.
   This SOW includes pricing for 5,000 FROI transactions per year and includes:
   - $1,250 one-time Mitchell implementation fee
   - $1,250 annual Mitchell fee
   - $3,700 per year Origami fee to support the interface with Mitchell
   - $7,500 per year fee covering up to 5,000 transactions per year, including sequencing (any transmission to the state, accepted or rejected). Should Client exceed 5,000 transactions in a given year, additional fees will be incurred at $1.50 per transaction (to be billed by Origami to Client in arrears).

2. If Client requires additional storage during the term of this SOW, additional fees will apply as follows:

   - Current annual fee for storage for up to 30,000 Claims / Incidents = $65,000
   - Annual fee for storage of 300,001- 400,000 Claims / Incidents = $80,000
   - Annual fee for storage of 400,001- 500,000 Claims / Incidents = $95,000

   - Current annual fee for storage includes 300GB of File Attachment storage
   - Additional File Attachment storage is $2,000 per 50GB per year

3. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate of $225 per hour. Bundled hours may be added prior to the start of each contract year at Origami's bundled rate of $185 per hour.

4. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____

CITY OF JACKSONVILLE, FL

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____

EXHIBIT A
PRICING DETAIL

	Year 1	Year 2	Year 3	Comments
Licensing	$192,080	$192,080	$192,080	**Licenses** • Base Subscription Fee • 20 Claims Adjusting Users • 2 Full Users • 20 Light Users • Enterprise Portal License for up to 25,000 Incidents • Mobile Application **Other Subscription Services** • 5,000 secure emails per month • EDI FROI/SROI* • 10,000 eSignature envelopes per year • 1 user license for Tableau BI • Certificate Management 500 Additional Insureds • OCR Scanning of 1 Accord Form
Hosting	$77,000	$77,000	$77,000	• Hosting / Data Storage Fees for up to 300,000 claims/incidents. • Includes 350GB of file storage
Integrations/Interfaces	$23,050	$15,500	$15,500	• Oracle HR – Weekly Import • Medbill - Amersys – Weekly Financial Transaction Import • Medbill - Amersys – Daily Claims & Notes Export • Treasury 1-way – Daily Export • Famous Financials 1 way - Daily Export • 1099 – Annual Export • CMS-111 for 1 RRE • ISO Claim Search** • ODG
Implementation Fee	$114,330	$0	$0	• See below for deliverables*** • 20 hours User Training
Ongoing Support	$ 18,500	$11,100	$11,100	• 100 Ongoing Support Hours in Year 1 • 60 Ongoing Support Hours in Years 2 & 3
Client Conference	$1,800	$1,800	$1,800	• *2 Attendees for 2 Conferences*
Total Project Cost	**$426,760**	**$ 297,480**	**$297,480**	*This quote is valid until 08/05/2018*

QWS3270X 6/11/2018 7:44 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/11/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 7:44 AM

FISCAL MO/YEAR : 09 2018 CURRENCY CODE :
INDEX CODE : AFRM581AD RISK MANAGEMENT ADMINISTRATION
SUBOBJECT : 03109 PROFESSIONAL SERVICES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JUNE 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	686,136.00	686,136.00
EXPENDITURES	.00	373,437.36	373,437.36
ENCUMBRANCES	.00	264,898.64	264,898.64
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	47,800.00	47,800.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND