

CONTRACT # Y22-178

This Contract is made as of the **First** day of **April, 2023**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Chard Snyder & Associates, LLC**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 82-3719843.

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

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of COBRA, Billing Services (Retiree and Direct Bill) and FSA Administrative Services, as more specifically set forth in the Statements of Work attached hereto (each, an "SOW").

The COUNTY's representative/liaison during the performance of this Contract shall be Patrick Peters, telephone no. 407-836-5817.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on April 1, 2023 and complete all services by December 31, 2025.

Reports and other items shall be delivered or completed in accordance with the SOWs.

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

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

ARTICLE 3 **PAYMENTS TO CONTRACTOR**

A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed **Two Hundred Eighty-Two Thousand and Nine Hundred and Sixty Dollars (\$282,960)**. The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided in Exhibit "B" hereto, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the services described in the SOWs. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date. Contractor reserves the right to seek additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement

Such additional fees must be approved by the County in writing and in advance of the fees being expended.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following, as applicable:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

County shall pay Contractor for all undisputed fees upon receipt. Fees shall be paid by County in U.S. Dollars. If County is more than sixty (60) days past due in payment of any undisputed fees due under this Agreement, Contractor may suspend the services described in the SOWs. County must submit written notice to Contractor and provide supporting documentation as to any disputed fees within thirty (30) days from the date of the invoice. The parties shall cooperate with one another in good faith during the next thirty (30) days ("30 Day Resolution Period") to resolve the dispute. If the parties, acting in good faith, are unable to resolve the dispute, the County will pay, without prejudice, the disputed portion within ten (10) days after the end of the 30-Day Resolution Period.

After this period, if the dispute has not been resolved, each party reserves the right to pursue the remedies available to them.

- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice, or delivered to County in writing within one (1) year after the payment of the final invoice, are waived by the CONTRACTOR.

ARTICLE 4 REQUIREMENTS CONTRACT

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

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

ARTICLE 5 INSURANCE REQUIREMENTS

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

Contractor will require that each of its Subcontractors providing services hereunder (if any) procure and maintain until the completion of their services insurance in line with industry standard. For the purposes of this provision, "Subcontractor" means any vendors or service providers that have access to personal information of the County's participants, and is retained by Contractor to provide certain of the services exclusively to the County.

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.

Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

- Professional Liability - with a limit of not less than \$1,000,000 per claim and in the aggregate
- Cyber Liability Coverage - including coverage for data privacy and security and regulatory penalties with limits not less \$1,000,000 per incident

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

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage.

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

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

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

demands, liabilities, damages, cost and expenses arise out of County's negligence or willful misconduct. The foregoing indemnification obligations apply only if each of the following conditions is met: County (i) gives Contractor prompt written notice of such suit or claim, (ii) grants Contractor sole control of the defense or settlement of such suit or claim, and (iii) reasonably cooperates with Contractor in its defense or settlement of the suit or claim.

Nothing contained herein shall constitute a waiver of COUNTY's sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by the COUNTY to assume any liability of any kind for the acts, omissions, and/or negligence of the other CONTRACTOR, its officers, officials, employees, agents, or sub-contractors.

ARTICLE 7 FEDERAL AND STATE TAX

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

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

ARTICLE 8 AVAILABILITY OF FUNDS

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

ARTICLE 9 CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with

respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

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

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

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

In the event of termination by the COUNTY, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities (which, for the avoidance of doubt, shall not include any claims for unpaid fees). After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated for a mutually agreed upon in writing duration, provided County has paid up for all services performed through the termination date.

Contractor's Right to Suspend Performance. In the event of a breach of this Agreement by County, including without limitation, County being more than 30 days past due in payment of any applicable undisputed fees, Contractor may, without prejudice to any other right or remedy

available to Contractor, suspend performance under this Agreement until the breach is cured, i.e., County pays all outstanding dues and balances in full.

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

B. Termination for Convenience

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

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within seven (7) calendar days after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

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

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

Any changes or substitutions in the CONTRACTOR’S key personnel, as may be listed in Exhibit “A”, must be made known to the COUNTY’S representative.

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

ARTICLE 13 ARREARS

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

ARTICLE 14 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

CONTRACTOR acknowledges and understands that the COUNTY is subject to the disclosure requirements of Florida’s public records laws, Chapter 119, Florida Statutes. CONTRACTOR agrees to reasonably cooperate with the COUNTY, when requested in writing, in timely responding to any public records requests seeking public records, as defined in section 119.011, Florida Statutes, in CONTRACTOR’S possession.

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

ARTICLE 15 INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 16 CONTINGENT FEES

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

ARTICLE 17 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR’S invoices. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR related to the services performed under this Agreement. Contractor will comply with this section for the purpose of inspection or audit upon reasonable request by the County during normal business hours at the CONTRACTOR’S place of business or via remote means.

ARTICLE 18 EQUAL OPPORTUNITY

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

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this Agreement.
- B. Upon written request, the CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of this Agreement; provided that the CONTRACTOR shall

not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

- C. The provisions of this Agreement shall be incorporated by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 19 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 80 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 20 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 21 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 22 MODIFICATIONS OF WORK

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

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

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

ARTICLE 23 CONTRACT CLAIMS

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

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render its decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a decision. Notwithstanding the foregoing, nothing in this Article shall

constitute a waiver or relinquishment by Contractor of any rights or remedies under applicable law.

ARTICLE 24 TOBACCO FREE CAMPUS

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

ARTICLE 25 VERIFICATION OF EMPLOYMENT STATUS

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

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

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

ARTICLE 26 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall perform the services under this Agreement in compliance with all applicable federal, state and local laws, including, without limitation, any applicable municipal and county ordinances.

ARTICLE 27 BUSINESS ASSOCIATE

The Business Associate Agreement attached hereto shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

ARTICLE 28 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 29 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 30 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 31 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 32 AUTHORITY TO PRACTICE

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

ARTICLE 33 SEVERABILITY

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

ARTICLE 34 SUCCESSORS AND ASSIGNS

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

ARTICLE 35 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be determined in accordance with Article 32 of this Agreement. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 36 ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 37 NOTICE

All notices required in this Contract shall be in writing and deemed given upon receipt when delivered personally or upon confirmation of receipt following delivery of (i) electronic mail communication, (ii) nationally recognized overnight courier service (iii) registered or certified mail, return receipt requested, postage prepaid, addressed to each party at the address provided below, or at such other address furnished by the respective party:

If sent to the COUNTY:

Orange County
Attn: Carrie Mathes
Manager, Procurement Division
400 E. South Street, 2nd Floor
Orlando, FL 32802-1393

Email: Carrie.Mathes@ocfl.net

And if sent to the Contractor:

Chard, Snyder & Associates, LLC
200 Dryden Road
Dresher, PA 19025

Attn: Barb Yearout, President, Health & Benefits

Email: Barb.Yearout@ascensus.com and legal@ascensus.com

ARTICLE 40 ATTACHMENTS

The following attachments are attached hereto, and made a part of this Contract in order of precedence:

Attachment A: Business Associate Addendum

Attachment B: Orange County Enterprise Encryption Standards

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

CHARD, SNYDER & ASSOCIATES,
LLC:

ORANGE COUNTY, FLORIDA:

Name



Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.

Manager, Procurement Division



4.2.2023

Signature

Date

Barb Yearout

Typed Name

; President

Title

3-29-2023

Date

EXHIBIT B

Fee Schedule

S125 FLEXIBLE BENEFITS CAFETERIA PLAN

Administration Fees

- Setup Fee: Waived
- Annual Renewal Fee: \$200.00
- Administration Fee (Per Participant Per Month):
 - Weekly Reimbursements (includes global debit card) \$3.00 (Minimum: \$150.00 monthly)
- Midyear Termination Fee: Administration fee through runout period
- Plan Year End Termination Fee: Administration fee through runout period

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

Plan Design & Document Services

- Renewal Plan Document Amendments/Restatements: Included
- Midyear or IRS Mandated Plan Document Amendments/Restatements: \$250.00

Plan Enrollment Services

- Employee Meetings/Fairs/Webinars/Videos (options may vary) Included
 - Travel and Lodging Expenses for Employee Meetings/Fairs At Cost
- Enrollment Materials:
 - Standard printed enrollment materials (options may vary): Included
 - Customized printed enrollment materials: At Cost
 - Online enrollment Included
 - Paper enrollment At Current Rates

All Plan Enrollment Services listed may be subject to change(s) or modification(s) within Contractor's sole discretion at any time during the Plan year without notice. As used above, "at cost" shall mean the actual cost paid by Contractor without any mark-up to County.

Plan Administration Services

- Reimbursement payments to home address (based on reimbursement frequency): Included
- On-line Quarterly Employee Statements by email: Included
- On-Demand On-line Reporting to Employer: Included
- Plan Year End Closeout Report: Included
- Non-Discrimination Testing: Included
- Direct Deposit Installation and Setup:
 - Data entry of Employee bank account information: Included
 - ACH electronic transfers and Report Preparation
(for Employer's and Employees' designated accounts): Included
 - Direct deposit application forms (for participants): Included
- Debit Card Transaction Reports to Employer (if have debit card option): Included

Optional 2.5 Month Grace Period Fees

- 2.5 Month Grace Period Fee (Per Participant Per Month):\$0.50

Optional Debit Card Fees

- Debit Card Fee (global activation):Included

Optional Use of Contractor Bank Account Fees

- Use of Contractor Bank Account Fee (per month):
N/A
- Use of Contractor Bank Account Fee (based on number of participants):If applicable, see chart

Participants	Monthly Fee
1-99	\$50.00
100-499	\$125.00
500+	\$225.00

Fee Frequency:

- Plan Document Fees and Installation and Implementation Fees will be billed at or before the first month of the Plan Year.
- Base Annual Fee will be billed at or before the first month of the Plan Year.
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month.
- Termination Fees for services will be billed at time of Plan Termination.
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

COBRA Administration

Implementation	Fee
General Implementation Fee	N/C
COBRA Participant Takeover Fee Fee billed per current COBRA participant (including any covered family members)	N/C

COBRA Administration	Fee
Qualifying Event Administration Fee billed per qualifying event processed	\$16.50
Monthly Premium Billing and Collection Fee billed per participant per month (PPPM)	Included
COBRA General Rights Notice Distribution – New Hires Fee billed per notice distributed	\$2.00

Optional Services	Fee
COBRA General Notice Distribution – Existing Employees Fee billed per notice distributed	\$2.00
Monthly Carrier Eligibility Reporting Fee billed per carrier/health plan/vendor	\$25.00
Monthly Carrier Premium Remittance Fee billed per carrier/health plan/vendor	\$50.00
Standard Open Enrollment Services	\$5.00

Includes up to five black and white duplex printed pages of custom content.	
Custom Open Enrollment Services Our flexible custom open enrollment services can meet almost any client request. Pricing requires a detailed review of the client request.	TBD

Manual Data Entry	Fee
Manual Data Entry Fee Fee billed per hour. This fee is not charged when clients submit data electronically.	\$50.00

Annual Renewal and Plan Maintenance	Fee
Annual Renewal and Plan Maintenance Fee	\$N/C

Data Conversion Fee	Fee
Data Conversion Fee - Fee billed per hour	\$50.00

Contractor retains the 2% administration fee paid by COBRA participants.

Fee Frequency:

- Monthly Administrative Fees for services incurred will be billed at the end of each Plan Month. Monthly Administrative Fees shall be based on number of Health Plan Eligibles. The Health Plan Eligibles count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Contractor will retain any administrative fees added to premiums charged by the insurer
- Termination Fees for services will be billed at time of Plan Termination

Retiree and Direct Billing Services

Implementation	Fee
General Implementation Fee	Waived
Billing Participant Takeover Fee Fee billed per current billing participant	Waived

Billing Services	Fee
Monthly Administration Fee Fee billed per participant per month	\$3.00
<i>Minimum Monthly Fee</i>	\$200.00

Optional Services	Fee
Monthly Carrier Eligibility Reporting Fee billed per carrier/health plan/vendor	\$25.00
Monthly Carrier Premium Remittance Fee billed per carrier/health plan/vendor	\$50.00
Standard Open Enrollment Services Includes up to five black and white duplex printed pages of custom content	\$5.00
Custom Open Enrollment Services	TBD

Our flexible custom open enrollment services can meet almost any client request. Pricing requires a detailed review of the client request.	
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Manual Data Entry	Fee
Manual Data Entry Fee Fee billed per hour. This fee is not charged when clients submit data electronically.	50.00

Annual Renewal and Plan Maintenance	Fee
Annual Renewal and Plan Maintenance Fee	Waived

Data Conversion Fee	Fee
Data Conversion Fee Fee billed per hour	\$50.00

Fee Frequency:

- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month. Monthly Administrative Fees shall be based on number of Billing Participants. The Billing Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Termination Fees for services will be billed at time of Plan Termination

ORANGE COUNTY, FLORIDA

and

ORANGE COUNTY AND CHARD SNYDER & ASSOCIATES, LLC.

ADDENDUM TO CONTRACT NO. Y22-178

related to

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS ADDENDUM is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its **HUMAN RESOURCES DIVISION** (the “Covered Healthcare Component”), and **CHARD SNYDER & ASSOCIATES, LLC.** (“Business Associate”), located at 6867 Cintas Boulevard, Warren, Ohio 45040. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

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

WHEREAS, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its **HUMAN RESOURCES DIVISION** is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its **HUMAN RESOURCES DIVISION**, it must be treated as a “Covered Entity”; and

WHEREAS, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

WHEREAS, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to, or on behalf of, the Covered Entity or Hybrid Covered Entity; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

WHEREAS, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y22-178 (the “Agreement”) and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

Section 1. **Incorporation**

- A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

- B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.

- C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. **Definitions.**

- A. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.
 - 1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.

 - 2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity

to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act (“FIPA”) codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County’s policies and procedures as they relate to its, and its Covered Healthcare Component’s, compliance with HIPAA Privacy and Security Rules.
9. **Personally Identifiable Information (“PII”)** shall mean either of the following:
 - a. An individual’s initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

- iii. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
 - vii. The term "Personally Identifiable Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. ***Protected Health Information ("PHI")*** shall mean an individual's identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.

11. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
12. **Secretary of Health and Human Services** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.
13. **Security Incident or Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
14. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of Agreement

A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(i) and §501.171(2), that the subcontractor will appropriately safeguard the information. All other uses or disclosures, not otherwise authorized by this Addendum or otherwise governed by law, are prohibited.

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.

8. At the request of, and in the manner designated by, the County in its reasonable discretion, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner mutually agreed upon by, the County and Business Associate, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Reserved.**

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. the disclosure is required by law; or
2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PII.

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

F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and applicable state and federal laws.

Section 5. Confidentiality

A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida’s Public Records Laws;
2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

1. after it becomes publicly available through **no fault** of either Party;
2. which is later publicly released by either Party in writing;
3. which is lawfully obtained from third parties without restrictions; or
4. which can be shown to be previously known or developed by either Party independently of the other Party.

Section 6. Security

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171,

Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. a modification or destruction of electronic PHI or PII; or
3. interference with system operations in an information system containing electronic PHI or PII.

Section 7. Reporting Requirements

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
 - a. Thirty (30) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. Thirty (30) days of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.

4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps mutually agreed upon by the County and Business Associate to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay the costs of credit monitoring services or identity theft insurance for the affected individuals if Business Associate determines in its reasonable discretion that such services are necessary in order to mitigate the damage caused by the Unauthorized Use or Disclosure

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County of the pertinent details of the breach and, upon prior approval of the County's Privacy Officer, shall notify each individual whose unsecured PHI or PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall at Business Associate's sole cost and expense, and shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reserved.**

E. **Reserved.**

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA.

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

address, web site, or postal address.

G. **Reserved.**

H. **Reserved.**

I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.

J. A violation of this Section shall be a material violation of this Addendum.

Section 8. Termination

A. **Termination.** The County is authorized to terminate the Agreement in accordance with the terms thereof, if it determines that the Business Associate has violated a material term of this Addendum.

B. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.

C. **Duties of Business Associate Upon Termination of the Agreement.**

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

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

Section 9. Miscellaneous

A. **Agreement Subject to Applicable Law.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by the laws of the State of Florida and the HIPAA Privacy and Security Rules.

- B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.
- D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.
- E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.
- F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.
- G. **Reserved.**
- H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPAA Privacy Rules or other applicable federal law.
- J. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally, when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies).

To the County:

Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806

(407) 836-9214
Chelsea.Garthwaite@ocfl.net
AND

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

To the Business Associate:

Chard Snyder & Associates, LLC.
6867 Cintas Boulevard
Warren, Ohio 45040
Email: Barb.Yearout@ascensus.com and
legal@ascensus.com

K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Addendum were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or

attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date first above written.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: Carrie Mathes
Carrie Mathes
Manager, Procurement
Division

DATE: 4.2.2023

CHARD, SNYDER & ASSOCIATES, LLC.

Business Associate: _____

By: Barb Yearout

Printed Name: Barb Yearout

Official Title: President

Date: 3-29-2023

EXTERNAL DATA HOSTING STANDARD

1.0 Purpose

The purpose of this policy is to establish a standard in order to execute the proper retrieval, storage, transmission, processing, and handling of electronic data.

2.0 Scope

This document applies to all vendors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by Orange County Government Board of County Commissioners (OCGBCC).

3.0 Audience

This document is intended for distribution to those that are involved in the retrieval, storage, transmission, processing, and handling of electronic data.

4.0 Policies

4.1 Data Input and Processing

- 4.1.1 Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.
- 4.1.2 The hosted application shall not have access to social security information.
- 4.1.3 The hosted application shall not have access to data containing bank information.
- 4.1.4 The hosted application shall not be granted direct or indirect access to OCGCC Active Directory usernames.
- 4.1.5 The hosted application shall not have access to the OCGCC internal or DMZ networks.

4.2 Data Storage and Handling

- 4.2.1 Any data accessible from the hosted application meeting the following criteria shall be encrypted at a field-level and in transit: usernames, passwords, names, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, usernames, passwords, employee identification numbers and all HIPAA and PCI information.
- 4.2.2 Any data accessible from the hosted application or directly accessible from it should be encrypted at a field level.

4.3 Transmission of Data

- 4.3.1 Any data referenced above shall be transmitted within an encrypted tunnel.

4.4 Disposal of Data

Once data is no longer needed or must be removed from the system it shall be sanitized and disposed using one of the methods below:

- 4.4.1 Sanitization - Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.
- 4.4.2 Destruction - Physically damaging a medium so that it is not usable by any device that may normally be used to read information on the media such as a computer, tape reader, audio or video player.
- 4.4.3 Purging data - Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

4.5 External Audit

- 4.5.1 The vendor must ensure that the web hosting environment and the application is secured using information security best practices.
- 4.5.2 The external service, system, and application must pass a yearly penetration test performed by Orange County ISS personnel. Alternatively the vendor can provide the results of an external audit conducted by a reputable 3rd party security company.

5.0 Definitions

Term	Definition
Bank Information	Checking account numbers, credit card numbers, or any unique number from a bank institution.
Electronic Media	Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.
Sanitization	To expunge data from storage media so that data recovery is impossible.
Physical Destruction	A sanitization method for optical media, such as CDs.
Florida Statute 119.071	Detailed guidelines on usage of Social Security information

6.0 Revision History

October 2017	Specified “field-level encryption” for sensitive data at rest in 4.2.1 Added usernames and passwords to the list in 4.2.1 Added an option for a 3rd party vendor in 4.5.2 Added definition for field-level encryption
August 2012	Added “Bank Information” to list of definitions in 5.0

**Statement of Work
COBRA Administration
Orange County**

This Statement of Work (“SOW”) is subject in all respects to Contract #Y22-178 (“Agreement”) between Orange County, a Political Subdivision of the State of Florida (“County”) and Chard, Snyder & Associates, LLC (“Contractor”). In the event of a conflict between this SOW and the Agreement, this SOW shall prevail.

Additional services requested by County and provided by Contractor that are not described herein as part of the SOW may be purchased by County pursuant to the Agreement and will be provided by Contractor at then-current rates. Notwithstanding the preceding, it is agreed that the services described herein include by implication all lesser and included baseline services and activities that are necessary to render the described service.

1. COBRA Administration Services

- 1.1. Load Employee and Participant Data:** Contractor requires data for employees and participants, along with dependent data (where applicable), be loaded to the Contractor application. To facilitate this load, Contractor will provide to County or the County’s designated agent a file specification for the transmission of this data. Once received, Contractor will review the data file for errors and load the data. If County cannot provide the data in a consumable format, Contractor will attempt to utilize an existing feed at the current data conversion rate.

- 1.2. General Notice Distribution:** A COBRA General Notice will be distributed to each covered employee and, if applicable, to each covered spouse or covered dependent living at an address different from the employee (as identified or confirmed by the County). The General Notice will be sent to the last known address of the covered individual as provided to Contractor by the County or their designated Data Provider. If the covered employee and covered spouse become covered under the group health plan at the same time and each resides at the same address, Contractor will mail a single notice addressed to both the covered employee and covered spouse.

To the extent Contractor has received the necessary information to complete and send the General Notice, the General Notice will be mailed as soon as reasonably possible but no later than seven (7) business days after Contractor receives the information necessary to complete and send the General Notice or, if later, the date of the covered employee’s initial coverage.

County understands that Contractor is not the “plan administrator” and is only responsible for satisfying the deadlines set forth in this Agreement. County further understands that satisfaction of such deadlines by Contractor may not prevent such notices from being untimely as defined under applicable federal law. County or their designated Data Provider is solely responsible for

providing the necessary information to Contractor sufficiently in advance of the federal deadline, considering the agreed upon timeframes in this Agreement.

Contractor is not responsible for resending any notices that are returned to Contractor to the extent they were mailed to the last known address of the covered individual. Contractor shall maintain, as required under applicable law, records of the mailing date, recipient(s), and mailing address of each General Notice sent under this section.

1.3. Election Notice Distribution: Contractor will distribute a COBRA Election Notice to the last known address of each Qualified Beneficiary as identified or confirmed by the County as soon as reasonably possible but no later than fourteen (14) days after the later of:

- a) The date Contractor receives the information necessary to complete the Election Notice
- b) The date of the qualifying event to the extent Contractor has received the necessary information to complete the Election Notice

Contractor will send a single notice addressed to the covered employee and covered spouse to the extent the covered employee, covered spouse and any covered dependents reside at the same address.

County understands that Contractor is not the “plan administrator” and is only responsible for satisfying the deadlines set forth in this Agreement. County further understands that Contractor’ satisfaction of such deadlines may not prevent such notices from being untimely as defined under applicable federal law.

Except in cases in which the Qualified Beneficiary provides notice of the qualifying event directly to Contractor, County or their designated Data Provider is solely responsible for providing the necessary information to Contractor sufficiently in advance of the federal deadline, considering the agreed upon timeframes in this Agreement.

Contractor is not responsible for resending any notices that are returned to Contractor to the extent they were mailed to the last known address of the Qualified Beneficiary. Contractor shall maintain, as required under applicable law, records of the mailing date, recipient(s), and mailing address of each Election Notice sent under this section.

1.4. Notice of Unavailability: If Contractor or County determines that a Qualified Beneficiary who requests continuation coverage or an extension of continuation coverage is not eligible to receive such coverage for any reason, Contractor shall issue a Notice of Unavailability. Contractor will send the Notice of Unavailability to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving the request for coverage. Contractor shall maintain, as required

under applicable law, records of the mailing date, recipient(s), and mailing address of each Notice sent under this paragraph.

- 1.5. Election Processing:** Contractor shall process any Election Notices received from Qualified Beneficiaries in accordance with applicable federal law and any additional written instructions from the County.
- 1.6. Courtesy Payment Reminders:** Contractor shall provide a courtesy monthly payment reminder notice to Qualified Beneficiaries who have elected COBRA continuation coverage.
- 1.7. Premium Collection, Remittance, and Reporting:** Contractor shall collect premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries where applicable). All premiums collected by Contractor in accordance with this SOW will be deposited into an account maintained by Contractor. For payments made by mail, payment of the premium is understood to be made on the date of the United States Postal Service postmark. Timely payment of premium is understood to mean payment is made on or before the expiration of the specified deadline.

Contractor shall remit to County via ACH transfer all remittable premiums no later than ten (10) business days after the end of each month. Remittable premiums are those premiums that can be applied to a premium invoice issued by Contractor.

Contractor shall provide a Premium Remittance Detail Report listing the participant premiums timely paid for the preceding month on or around the fifteenth day of each month. This report is provided separately from the premium remittance above and is sent to County specified contacts. County is responsible for reviewing the reports provided by Contractor and notifying Contractor of any errors of which it becomes aware within sixty (60) days after receipt of the report.

- 1.8. Notice of Termination:** Contractor will distribute a Notice of Termination of Continuation Coverage to the last known address of the Qualified Beneficiary as soon as reasonably practicable following a determination that COBRA coverage has terminated.
- 1.9. Management Reports:** To the extent requested, Contractor shall provide scheduled reports detailing COBRA activities to County and any additional recipients as designated by County. County is responsible for reviewing the reports submitted by Contractor and notifying Contractor of any errors of which it becomes aware as soon as reasonably practicable after reviewing the reports but no later than sixty (60) days after the report is rendered. Contractor will not be liable for any discrepancies associated with errors reported after sixty (60) days.
- 1.10. Eligibility Reporting:** Contractor shall provide to County scheduled reports detailing the eligibility status of each participant and any covered family

members. County may use these reports to update eligibility with each applicable health insurance carrier or similar vendor. County is responsible for reviewing the reports provided by Contractor and notifying Contractor of any errors of which it becomes aware within a reasonable period after reviewing them.

- 1.11. Carrier Eligibility Reporting:** As an optional service, Contractor can manage eligibility reporting and updating to County's insurance carriers and similar vendors. This service requires carrier and/or vendor approval and participation, including reviewing the eligibility reports provided by Contractor and notifying Contractor of any errors or other issues within a reasonable period after reviewing them.
- 1.12. Carrier Premium Remittance:** As an optional service, Contractor can remit premiums collected from participants to County's insurance carriers and similar vendors. This service requires carrier and/or vendor approval and participation, including reviewing the premium remittance reports provided by Contractor and notifying Contractor of any errors or other issues within a reasonable period after reviewing them.
- 1.13. Open Enrollment Services:** As an optional service, Contractor can manage the open enrollment process for COBRA participants and those in their election period. As a part of the open enrollment services offered, to the extent requested, Contractor shall send an annual open enrollment form to the last known address of participants to the extent that Contractor has received the information necessary to complete and distribute the annual open enrollment form. Contractor shall also process any requested changes in coverage in accordance with County's plan documentation and applicable law.
- 1.14. Other Services:** County is responsible for all other duties related to the Plan not otherwise set forth above.

Statement of Work
S125 Flexible Benefits Cafeteria Plan Administration
Orange County

This Statement of Work (“SOW”) is subject in all respects to Contract #Y22-178 (“Agreement”) between Orange County, a Political Subdivision of the State of Florida (“County”) and Chard, Snyder & Associates, LLC (“Contractor”). In the event of a conflict between this SOW and the Agreement, this SOW shall prevail.

Additional services requested by County and provided by Contractor that are not described herein as part of the SOW may be purchased by County pursuant to the Agreement and will be provided by Contractor at then-current rates. Notwithstanding the preceding, it is agreed that the services described herein include by implication all lesser and included baseline services and activities that are necessary to render the described service.

- 1. Services Offered:** Contractor will provide the services described in Schedule A hereto. These services will be based upon information supplied by County and its Participants. Contractor shall perform services for each Participant in the order work is received.
- 2. Services Unavailable:** Contractor will not provide the following services:
 - 2.1.** Legal services such as Plan drafting and/or legal counsel.
 - 2.2.** Services required of the ERISA Plan Administrator as “defined in the Plan.”
 - 2.3.** Services pertaining to COBRA Administration as “defined in the Plan” unless County has signed a full or FSA-only COBRA Administrative Agreement for Contractor.
- 3. County Responsibilities:** County shall be responsible for the following activities associated with the setup, administration and implementation of a Section 125 Flexible Benefits Cafeteria Plan:
 - 3.1.** Provide Contractor with any information deemed necessary, including, but not limited to, employee census records, Plan Year enrollment data, checking account and bank-related information relating to the Plan, and changes in employment status and/or contributions of Plan Participants. Contractor relies on the accuracy of the information furnished by County or County’s advisors. Contractor will not be responsible for errors due to reliance upon information provided by County. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to a billable rate of \$50.00 per hour.
 - 3.2.** Provide Payroll Contribution Reporting to Contractor each pay period in order for Contractor to post participant contribution amounts to participant accounts each pay period and for County to verify and report to Contractor participant status

such as active or termination and contribution amount changes. For Eligible Plans that set up Recurring Contribution Reporting, County will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. Contractor will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of County. If County sets up Recurring Contribution Reporting, County will be responsible for reporting to Contractor participant changes such as status changes and contribution amount changes. Contractor will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by County.

3.3. Payment of validated claims made pursuant to the Plan.

3.4. Payment of expenses incidental to the Plan, except for expenses specifically assumed by Contractor in this Agreement.

3.5. Delegation of the responsibilities of ERISA Plan Administration.

3.6. Delegation of the responsibilities of COBRA Plan Administration.

3.7. Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing.

3.8. Compliance to Plan regulations under S125 of the Internal Revenue Code, as amended.

4. Account Funding and Payment:

4.1. Contractor will operate an account to pay claims approved by County (the "Contractor's Account"). County authorizes Contractor to pay approved claims by checks issued from the Contractor's Account, or ACH transfers issued from the Contractor's Account, and payable to corresponding Plan participants. County shall enter into such agreements and provide instructions to its bank as are necessary to implement this section of the Agreement.

4.2. Funding for any payment approved to pay claims under the Plan is the sole responsibility of County, and County agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plan. If County does not satisfy the requirements set forth herein in a timely fashion, Contractor reserves the right to suspend its services until such obligations are met.

4.3. If County has chosen the weekly funding option, the following shall apply: (1) at least one week prior to the date on which Contractor first provides the Services, County will make a deposit into the Contractor's Account in an amount equal to 5% of the expected annual elections; and (2) deposits into the Contractor's Account will be processed as selected by County in the implementation papers regarding commencement of the services under this Agreement. If County has chosen the daily funding option, the following shall apply: (1) County will deposit funds into the Contractor's Account to cover benefit claims incurred by Plan

participants on a daily basis; (2) such daily deposit shall be processed in an amount equal to the total benefit claims approved for reimbursement during that day; and (3) Contractor will notify County as of the closing of operations the total amount of claims pending to be reimbursed processed during that working day. Please refer to the Plan's implementation papers for additional fund processing details.

4.4. Contractor shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such County funds to pay for approved claims. Contractor is merely a collections agent for County and any funds collected belong to County (and not to Contractor or the Plan). County agrees to sufficiently fund the bank account from which funds will be transferred to Contractor, remove any filters to prevent Contractor from conducting an ACH Pull, and monitor its balance to prevent overdraft.

4.5. Notwithstanding anything to the contrary herein, County and Contractor agree that funds submitted by County in accordance with the terms specific in this section are general assets of County and not "Plan assets" as defined in the Employee Retirement Income Security Act of 1974 ("ERISA") and regulations thereunder. County warrants that funds transferred to Contractor in accordance with the terms specified in this section are not deposited in an account, fund, or trust under the name of the Plan. As of the termination of this Agreement, Contractor agrees to return to County any unused funds after all Plan claims pending to be reimbursed are paid to Plan participants and after all invoices for services rendered by Contractor are paid in full by County.

5. Reports and Data, Ownership: All reports, data, and Plan-related information shall remain the sole property of County. Contractor will provide County with any requested information using the electronic or printed format as used by Contractor for administration procedures.

6. Other Services: County is responsible for all other duties related to the Plan not otherwise set forth above.

SCEHDULE A

ADMINISTRATIVE SERVICES S125 FLEXIBLE BENEFITS CAFETERIA PLAN

Contractor will provide the following administrative services on a recurrent basis:

Section 125 Flexible Benefits Cafeteria Plan Design and Document Services

We will furnish a prototype Flexible Benefit Plan document and necessary forms for adoption of the Plan by the Corporation. If applicable, Contractor will ensure that the documents comply with the privacy rules under HIPAA. These documents are only specimens and may be reviewed by County's attorney or tax advisor at their discretion. Contractor will not normally revise Plan documents except for the creation of amendments or restatements as required by Plan design changes. If requested and approved, Contractor will make reasonable changes to the prototype at billable rate of \$50.00 per hour.

Section 125 Flexible Benefits Cafeteria Plan Installation and implementation Services

Services to include setup of Plan in Administration database, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment-ready group.

Section 125 Flexible Benefits Cafeteria Plan Enrollment Services

Contractor is dedicated to providing education-driven enrollment campaigns, including employee meetings, fair, webinars, and enrollment materials (options may vary).

Section 125 Flexible Benefits Cafeteria Plan Administration Services

The Plan will be reviewed annually by Contractor to ensure that it complies with the various non-discrimination requirements specified by the Internal Revenue Code and IRS regulations. Contractor will also provide a completed, signature-ready Form 5500 for each Plan Year it is represented, and other government forms for Health FSA when applicable. Actual filing will remain the responsibility of County. All administration, accounting, and reimbursement checks from the Flexible Tax Savings Accounts will be handled by Contractor. This includes timely notice of salary reductions of employees' pay and making all determinations about the suitability of enrollment data, requests for reimbursement and requests for Change in Family Status. Following are the Plan Administration services provided by Contractor:

- Issue reimbursements
- Provide entry of claims submitted by Participants
- Online Account access, including claim status, claim preparation and account balances
- Provide payment register for check/direct deposit processing and auto debit services
- Online Quarterly Employee Statements (Participants must provide email to receive statements)

- Provide on-demand online reporting for County
- Optional debit card program offered
- Plan Year close-out reporting and Health FSA 5500 preparation, when applicable
- Conduct Annual Non-Discrimination Testing.

Statement of Work
Billing Services
Orange County

This Statement of Work (“SOW”) is subject in all respects to Contract #Y22-178 (“Agreement”) between Orange County, a Political Subdivision of the State of Florida (“County”) and Chard, Snyder & Associates, LLC (“Contractor”). In the event of a conflict between this SOW and the Agreement, this SOW shall prevail.

Additional services requested by County and provided by Contractor that are not described herein as part of the SOW may be purchased by County pursuant to the Agreement and will be provided by Contractor at then-current rates. Notwithstanding the preceding, it is agreed that the services described herein include by implication all lesser and included baseline services and activities that are necessary to render the described service.

1. Billing Services

- 1.1. Takeover notice:** Contractor shall prepare a standard notice for County distribution to all appropriate participants as of the Effective Date of this Agreement, identifying Contractor as County’s billing services administrator.
- 1.2. Premium Invoices:** To the extent requested, Contractor shall distribute invoices for the premium amount specified to the participants at the addresses provided by County. The invoice will include all past and current amounts owed and will include a return slip that may accompany payment to Contractor incorporating an attestation from the participant that he or she, and any covered dependents, remain eligible for coverage pursuant to the terms of County’s Plan(s).
- 1.3. Premium Collection:** Contractor shall collect premiums from participants (or third parties on behalf of participants where applicable). All premiums collected by Contractor in accordance with this SOW will be deposited into an account maintained by Contractor. For payments made by mail, payment of the premium is understood to be made on the date of the United States Postal Service postmark. Timely payment of premium is understood to mean payment is made on or before the expiration of the specified deadline.
- 1.4. Premium Remittance:** Contractor shall remit to County via ACH transfer all remittable premiums no later than ten (10) business days after the end of each month. Remittable premiums are those premiums that can be applied to a premium invoice issued by Contractor.
- 1.5. Premium Remittance Reporting:** Contractor shall provide a Premium Remittance Detail Report listing the participant premiums timely paid for the preceding month on or around the fifteenth day of each month. County is responsible for reviewing the reports provided by Contractor and notifying

Contractor of any errors of which it becomes aware within a reasonable period after reviewing them.

- 1.6. Rate Changes:** Within fourteen (14) days of receipt of notification from County of premium rate changes, Contractor shall incorporate the updated rates in all applicable premium invoices.
- 1.7. Termination Notices:** To the extent requested, Contractor shall notify the participants of the termination of his or her coverage should any such participant be found ineligible to continue coverage due to non-payment of premium by County's specified deadline.
- 1.8. Data to Contractor:** County or their designated Data Provider shall provide to Contractor from time to time, in a manner prescribed by Contractor, notice of the following no later than thirty (30) days (unless indicated otherwise below) after it has knowledge of such occurrence(s):
 - 1.8.1.** Initial list of participants. If such list is submitted in a data file format, such file will meet requirements provided by Contractor. Once received, Contractor will review the data file for errors and load the data. If County cannot provide the data in a consumable format, Contractor will attempt to utilize an existing feed at the current data conversion rate.
 - 1.8.2.** List of additional participants, subsequent to the initial list, through the Contractor Web site and/or Electronic Data Interchange (EDI).
 - 1.8.3.** Any cancellation provisions for participants, including the cancellation of specific participants utilizing the Contractor application and/or Electronic Data Interchange (EDI).
 - 1.8.4.** Termination of the Plan(s) as soon as practicable in advance of the actual termination. In no event shall notification hereunder be made less than fourteen (14) days prior to termination of the Plan(s).
 - 1.8.5.** Information regarding the submission of premium by a participant, a change to or declination of coverage, or any applicable related communications from participants received by County shall be forwarded to Contractor within five business days of receipt.
 - 1.8.6.** Any pertinent change in coverage terms (e.g., premium rate changes, carrier information), not less than thirty (30) days prior to such change becoming effective.
- 1.9. Termination of Service:** In the event of termination of this SOW, Contractor shall not be responsible for notifying active participants and eligible participants of such termination and the procedure to be followed to retain or obtain coverage.

- 1.10. Activity Reporting:** To the extent requested, Contractor shall provide to County scheduled reports detailing Billing Services activities. To the extent requested, Contractor shall provide copies of these reports to additional recipients as designated by County (e.g., health insurance carrier). County is responsible for reviewing the reports provided by Contractor and notifying Contractor of any errors of which it becomes aware within a reasonable period after reviewing them.
- 1.11. Eligibility Reporting:** Contractor shall provide to County scheduled reports detailing the eligibility status of each participant and any covered family members. County may use these reports to update eligibility with each applicable health insurance carrier or similar vendor. County is responsible for reviewing the reports provided by Contractor and notifying Contractor of any errors of which it becomes aware within a reasonable period after reviewing them.
- 1.12. Carrier Eligibility Reporting:** As an optional service, Contractor can manage eligibility reporting and updating to County's insurance carriers and similar vendors. This service requires carrier and/or vendor approval and participation, including reviewing the eligibility reports provided by Contractor and notifying Contractor of any errors or other issues within a reasonable period after reviewing them.
- 1.13. Carrier Premium Remittance:** As an optional service, Contractor can remit premiums collected from participants to County's insurance carriers and similar vendors. This service requires carrier and/or vendor approval and participation, including reviewing the premium remittance reports provided by Contractor and notifying Contractor of any errors or other issues within a reasonable period after reviewing them.
- 1.14. Open Enrollment Services:** As an optional service, Contractor can manage the open enrollment process for Billing Service participants. As a part of the open enrollment services offered, to the extent requested, Contractor shall send an annual open enrollment form to the last known address of Billing Services participants to the extent that Contractor has received the information necessary to complete and distribute the annual open enrollment form. Contractor shall also process any requested changes in coverage in accordance with County's plan documentation and applicable law.
- 1.15. Other Services:** County is responsible for all other administrative duties related to the Plan not otherwise set forth above.

Acknowledgement of Addenda Form

ACKNOWLEDGEMENT OF ADDENDA

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

Chard Snyder's Response:

Addendum No. 1, Date May 4, 2022 Addendum No. _____, Date _____

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

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

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

Acknowledged Addenda 1

D. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
2. All other terms and conditions of the RFP remain the same.
3. Receipt acknowledged by:

Barb Yearout _____

Authorized Signature

May 4, 2022 _____

Date

President Ascensus Health & Benefits

Title

Chard Snyder

Name of Firm

May 4, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y22-178-MM; ADDENDUM NO. 1
COBRA, RETIREE, DIRECT BILL AND FSA ADMINISTRATIVE SERVICES

REVISED PROPOSAL SUBMISSION DATE: Tuesday, May 17, 2022 at 4:00PM EST.

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. The Proposal Submission Deadline is hereby changed from ~~Tuesday, May 10, 2022 at 4:00PM EST~~ to Tuesday, May 17, 2022 at 4:00PM EST.

B. ADDITIONS AND DELETIONS:

1. The following provision is hereby added to the solicitation document under Section 1, General Terms and Conditions, Item No. 33:

33. DRAFT CONTRACT

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

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

C. QUESTIONS AND ANSWERS:

1. **Question:** Based on the census, there are 2,755 Retirees, can you confirm this is the correct number we would be billing for?

Answer: There are 1,422 unique retirees who continue to receive benefits through the County. They may have some or all of the following benefits:

- a. Medical
- b. Dental
- c. Vision

the Census report contains separate lines for each benefit.

2. **Question:** For COBRA, what is the COBRA activity - Approximately, how many terms per year? How many new hires? How many current COBRA members?

Answer: A COBRA activity is an event that results in new insurance coverage by the employee or in the loss of insurance coverage by an existing employee, spouse or dependent currently covered under the County's health plans. We experienced 874 new hires in 2021; 1,335 terminations in 2021; the number of current COBRA participants is reflected in Attachment C, Current Enrollment Data.

3. **Question:** Is the COBRA administrator expected to pay carriers directly? Or can COBRA premiums be remitted to the county on a monthly basis?

Answer: Yes, the COBRA administrator shall pay carriers directly. COBRA premiums cannot be remitted through the County.

4. **Question:** What is the desired claims funding arrangement and frequency of funding between the County and P&A?

Answer: Please refer to the response provided for Question No. 5.

5. **Question:** Will the vendor have ACH access to a County bank account for claims? If not, will prefunding be provided?

Answer: The administrator will not have ACH access to a County bank for claims nor will pre-funding be provided. The County will not allow anyone to have drawing rights on County bank accounts. Payroll contributions will flow bi-weekly to the vendor's account from which claims will be paid. Payments are made both electronically and via paper depending on the size of the agency.

6. **Question:** Will the County supply the vendor with a payroll file of actual FSA payroll deductions? If so, will the County conform to the vendor file specs?

Answer: Yes. The County will work with the administrator on the file specifications.

7. **Question:** Will the County provide an electronic open enrollment and ongoing file for new hires, terminations and changes? If so, will the County conform to the vendor file specs?

Answer: Yes, the administrator will work with the County to finalize the file layout.

8. **Question:** Does the County currently offer Health Reimbursement Arrangement (HRA) and Commuter? If yes, who is the current vendor? How many current participants?

Answer: The County does not currently offer HRA and Commuter, but remains open to these options for the future.

9. **Question:** When is open Enrollment?

Answer: Open Enrollment is usually in the first two weeks of October.

10. **Question:** Tentative Award date?

Answer: It is the intent of the County to award a contract prior to July 31, 2022.

11. **Question:** Please confirm if submitting proposal electronically through OpenGov Procurement portal we are not required to also mail a USB?

Answer: No, the only acceptable response shall be submitted through the OpenGov portal. Please refer to the solicitation document, Section 1, General Terms and Conditions, Item No. 1, Instructions to Proposers for additional details.

12. **Question:** Is the County working with a broker?

Answer: No, the County has an independent benefits consultant.

13. **Question:** What is the total number of benefit eligible employees for the entire Orange County, Florida employee population?

Answer: There are approximately 7,000 active benefit eligible employees.

14. **Question:** What is the benefit eligible employee count for each of the Orange County Agencies?

Answer:

Agency Name	
Board of County Commissioners	6,289
Comptroller's office	180
Central Florida Research Park – N/A for TPA services	
Supervisor of Elections	45
Metroplan	19
Clerk of Courts	382
Property Appraiser's Office	127
S.O.B.T. Development Board	4
Housing & Finance Authority	10
International Drive Master Transit & Improvement District (IDMTID)	9

15. **Question:** Does your current TPA, Chard Snyder, have SSO connections set up today?

Answer: The current Third Party Administrator, Chard Snyder, does not have Single Sign-on Connection (SSO) connections set up today.

16. **Question:** Who will handle your plan's runout?

Answer: The current administrator will handle the current plan year's run-out.

17. **Question:** Do you allow rollover? If so, amount available to rollover?

Answer: The County does not allow rollovers, however, the County does provide a grace period of two (2) months and fifteen (15) days after the end of the plan year.

18. **Question:** We see there are 10 different Agency Names. Is the expectation for the new TPA to set up separate eligibility and payroll files with each Agency?

Answer: Yes, the administrator shall set up separate eligibility and payroll files with each agency.

19. **Question:** How many employees use parking & transit benefits per month?

Answer: This is not a current benefit offered to employees.

20. **Question:** How many employees are enrolled in an employer-sponsored HRA? What is the annual employer-sponsored contribution amount?

Answer: This is not a current benefit offered to employees.

21. **Question:** While we acknowledge the "Per Participant" billing you are charged today, our platform does not bill in that manner. Is it acceptable for us to offer a different COBRA administrative billing option? If so, will you accept a Per Benefit Eligible Per Month (PEPM) billing quote?

Answer: No, it is not acceptable to offer a PEMP billing method or any other payment model that is different from what was requested.

22. **Question:** Please describe the types of severance. Is it for a universal length of time?

Answer: There are no severance packages or agreements offered by the County at this time.

23. **Question:** Do all of your benefits end at the same time? And is it based on the employee's last day of employment or last day of the month?

Answer: For the purposes of the TPA services, Medical, Dental and Vision benefits terminate at the end of the pay period in which the member loses eligibility. FSA benefits end with the last day of employment.

24. **Question:** What is the average amount of COBRA qualifying event notices produced each month?

Answer: Please refer to the response to Question No. 2 for an estimation of qualifying events. Annual terminations make up the majority of qualifying events, apart from divorces and over-aged dependents.

25. **Question:** What is the average amount of new hire (General Rights) notices produced each month?

Answer: Please refer to the response provided for Question No. 2.

26. **Question:** Besides your Retiree direct billers, how many other employees are currently enrolled in a direct billing arrangement due to leave of absence or other category for direct billing (ACA/FTE Post Tax Medical Only Billing, Survivor, etc.)?

Answer: The census information provided in Attachment C, Current Enrollment Data, reflects all current participants. Survivor information is included, but not broken out.

27. **Question:** Does the Surviving Family continuation at a subsidized rate run after their 36 months of COBRA continuation or in congruent with the 36 months of COBRA?

Answer: The survivorship medical benefit continues indefinitely, whereas the dental and vision benefits are active for one year only. From an administrative perspective, it operates like COBRA without the time limits. The County pays 100% of the premium.

28. **Question:** Will we receive Retiree premium billing information from multiple sources or strictly from the County?

Answer: Each participating agency is responsible for providing their retiree/COBRA and direct billing information to the TPA.

29. **Question:** There are certain Medicare eligible Retiree plans that are regulated by CMS. Are you looking for a TPA to coordinate directly by the CSM regulations? Or, are you looking for the TPA to simply perform the premium billing, collection and eligibility reporting only?

Answer: The TPA shall coordinate with CMS regulations. The TPA shall perform the administrative services, inclusive of enrollment, premium billing and collection, eligibility reporting, etc.

30. **Question:** Please explain what you mean by coordinating with Florida Retirement System (FRS).

Answer: The administrator is expected to coordinate with the Florida Retirement System (FRS) for the purposes of facilitating automatic premium payments. Additionally, the vendor will provide a payment report (FRS format) for those participants who make payments via a non-FRS mechanism.

31. **Question:** Do the proposals have to be for all services listed in the Request for Proposal, i.e. can one provide a proposal for only COBRA and Direct Billing or only FSA Administration?

Answer: No, the administrator shall provide all services requested. Proposals for partial services are not acceptable.

32. **Question:** How many participants are currently on COBRA?

Answer: Please refer to the response to Question No. 2.

33. **Question:** How many retirees are currently being billed?

Answer: Please refer to the response to Question No. 2.

34. **Question:** How many participants are currently in the FSA and Dependent Daycare Account?

Answer: Please refer to the response to Question No. 2.

35. **Question:** What is the turnover rate for the county?

Answer: Please refer to the response to Question No. 2.

36. **Question:** What is was the annual cost of COBRA administration monthly fee (excluding the 2% administration) for 2021?

Answer: Please refer to the solicitation document, Section 3, Scope of Services. The administrative fee is \$16.50 per COBRA participant.

37. **Question:** Would you consider a COBRA rate based on a “Per COBRA Eligible Per Month” fee or a flat monthly fee (as opposed to a charge per COBRA Participant)?

Answer: No, a PEMP or flat monthly fee is not acceptable. Payment models that are different from what was requested in the solicitation document shall not be accepted.

38. **Question:** What is the estimated number of administrative users or HR contacts?

Answer: The number of administrative users is expected to be eight (8).

39. **Question:** How many benefit eligible employees does the County employ?

Answer: Please refer to the response provided for Question No. 13.

40. **Question:** How many insured employees?

Answer: Please refer to the response provided for Question No. 13.

41. **Question:** What was the number of insured employees in 1/1/21 & 1/1/20?

Answer: The number of insured employees in January of 2020 was 8,054 for our Medical Plan. The number of insured employees in January of 2021 was 8,018 for our Medical Plan.

42. **Question:** What is the population of COBRA eligible former employees who have not elected COBRA continuation, but are still within their election period? Please exclude beneficiaries.

Answer: The County does not monitor the specific information requested.

43. **Question:** What is the average number of COBRA qualifying events per month?

Answer: Please refer to the response provided for Question No. 2..

44. **Question:** What is the average number of new hires per month?

Answer: Please refer to the response provided for Question No. 2.

45. **Question:** What is the average number of terminations per month?

Answer: Please refer to the response provided for Question No. 2.

46. **Question:** What is the average COBRA Medical Premium?

Answer: 2022 Monthly COBRA Rates are below:

Medical Plans	EE Only	EE + Spouse	EE + Child(ren)	EE + Family
HDHP	\$828.78	\$1,777.50	\$1,636.50	\$2,401.44
LDHP	\$907.67	\$1,893.20	\$1,756.50	\$2,554.28

47. **Question:** Are you looking for a vendor to carry out open enrollment for the COBRA population?

Answer: Yes, the administrator shall conduct open enrollment for COBRA participants.

48. **Question:** Are you looking for a vendor to conduct open enrollment for the 2023 plan year?

Answer: Yes, administrator shall carry out open enrollment for the 2023 plan year and throughout the life of this contract for retirees, COBRA participants and direct bill participants.

49. **Question:** For billing purposes should we use 2,754 or 1,422 for retiree counts? That is the population represented in the difference between Attachment C's, 2,754 and Attachment B's, 1,422?

Answer: Please refer to the response provided to Question No. 1.

50. **Question:** Are retirees required to be enrolled in Auto ACH?

Answer: No, retirees shall have multiple payment methods available to them, including ACH.

51. **Question:** Are you looking for a vendor to carry out open enrollment for the retiree population?

Answer: Please refer to the response provided for Question No. 48.

52. **Question:** What are the rate structure for your retiree populations?

Answer: Please refer to the response provided for Question No. 46.

53. **Question:** How many COBRA qualified plans are there within the scope of the RFP? Please list their renewal dates.

Answer: For the purpose of this RFP, Cigna Health and Life Insurance Company provides our Medical coverage (2 plan options) and Dental coverage (3 plan options). Metropolitan Life Insurance Company (MetLife) provides our Vision coverage (1 plan option). All plans renew January 1st of the calendar year.

54. **Question:** How many insurance carriers provide plans to the County?

Answer: Please refer to the response provided to Question No. 53. Medicare Supplement, Part D and Medicare Advantage coverage is provided by Cigna Health and Life Insurance Company.

55. **Question:** Who is the current HRIS/Benefits administrator?

Answer: The County currently uses PeopleSoft for its HRIS/Benefits administration.

56. **Question:** Is the County seeking a single provider for all requested services?

Answer: Yes, it is the intent of the County to award to one administrator for all requested services.

57. **Question:** Please provide a sample eligibility file.

Answer: Once the contract is awarded, the County will coordinate with the awarded vendor on the eligibility file format.

58. **Question:** Why is the County going out to bid prior to term end date? According to bid #Y20-1053 released on 5/11/2020, the term of services was effective 1/1/2021 for 3 years with 2 possible 1-year renewals.

Answer: Services are currently provided under Contract Y15-1050, COBRA, Retiree, and Flexible Spending Account with Chard Snyder, expiring December 31, 2022. Contract Y20-1053 was terminated for convenience prior to the January 1, 2022 effective date.

59. **Question:** Please provide the following additional dates to your RFP timeline.

- a. Pre-Proposal meeting date
- b. Supplier questions deadline
- c. Proposer short list date
- d. Presentation date(s)
- e. Contract award date
- f. Implementation dates
- g. Open Enrollment date(s)
- h. Fiscal year start & end dates

Answer:

- a. Pre-Proposal Meeting: This RFP does not have a pre-proposal meeting scheduled.
- b. Question deadline: The deadline for questions was April 22, 2022.
- c. Proposer short list date: This date is to be determined.
- d. Presentation date: Not applicable
- e. Contract award date: Please see Question #10
- f. Implementation dates: August 2022 through November 2022
- g. Open enrollment date: Please refer to the response provided for Question No. 9.
- h. Fiscal Year start & dates: Orange County's fiscal year starts October 1 and ends September 30

60. **Question:** Will the County accept stand-alone proposals for FSA services?

Answer: No, the County will not accept stand-alone proposals for FSA services. Please refer to the response provided for Question No. 31.

61. **Question:** How many benefit-eligible employees are employed by each agency?

Answer: Please refer to the response provided to Question No. 14.

62. **Question:** How many paper enrollment forms are submitted annually?

Answer: For the purpose of this RFP, the only paper enrollment forms used are with the initial retirement of an employee; this form is completed by Human Resources Staff. Annual Open Enrollment is a paperless process.

63. **Question:** Does the County pay all FSA administrative fees? Or do plan participants pay any portion of the fee?

Answer: The County pays all FSA administrative fees.

64. **Question:** Can you provide more information regarding the FSA claim funding? Are actual payroll deduction funds retained by the County or sent to the FSA administrator? If held by the administrator, will the new administrator also receive current year forfeitures as part of the funding account? Assuming funds are held by the administrator, will the County and agencies consider ACH funding versus paper check?

Answer: Please refer to the response provided for Question No. 5 concerning the consideration of ACH funding versus paper check. The new administrator for Plan Year 2023 will not receive the forfeitures from the previous Plan Year; is not responsible for Plan Year 2022's grace period, nor the run-out claims.

65. **Question:** What is the duration of coverage for overage dependents? Is this treated as a COBRA event?

Answer: By Florida Statute, overage dependents may continue coverage from age 26 to age 30.

66. **Question:** How many paper enrollment forms are submitted annually?

Answer: Please refer to the response provided for Question No. 62.

67. **Question:** What is meant by “non-qualified account?”

Answer: The FSA card shall only contain purses of tax advantaged accounts such as Medical FSA, Limited Purpose FSA, Dependent Care FSA for qualified expenses purchased. Should the County engage the administrator for HRA and Qualified Transportation Benefits (QTB) services, those accounts could be added to the card. Under no circumstance shall the card hold any non-tax advantaged account for non-qualified purchases.

68. **Question:** If fairs are held onsite, what is the expected attendance? Are the six days consecutive? If not, can you provide a sample schedule of anticipated events?

Answer: Open Enrollment occurs in the first two - three weeks of October for active employees and in the first two weeks of November for retirees. When we host enrollment fairs, we coordinate with providers to assist employees over that time period with two – three fairs each week depending on the needs of the County. The schedule is not definite, the days may or may not be consecutive.

69. **Question:** Can you provide more information regarding the FSA claim funding? How are claims in excess of YTD payroll deductions handled?

Answer: Please refer to the response provided for Question No. 5.

70. **Question:** Can you provide a detailed description or flow chart of the coordination that takes place now?

Answer: Please refer to the solicitation document, Section C, Scope of Services, for the summary of services and work flow.

71. **Question:** As our firm does not sell health plan or Medicare supplemental coverage. Can you describe what is expected an if we qualify?

Answer: The County does not require a health plan or Medicare Supplement with this solicitation. The County requires Flexible Spending and Health Reimbursement Account Administration, COBRA Administration, Overage Dependent (26-30) Administration, Post-Tax Medical Only Eligible and Retiree Billing Services (Benefit Administrative Services) effective January 1, 2023.

72. **Question:** Should this be biennial instead of semiannual?

Answer: Semi-annual is correct for the customer service surveys and for the in-person meeting with the account manager.

73. **Question:** Are HRAs and QTBs offered now? If so, how many are enrolled in HRAs and how many participate in QTb? What is the HRA plan design??

Answer: Please refer to the response provided for Question No. 8.

74. **Question:** PGs are not available for this size of contract. Can we still provide a proposal or are we disqualified?

Answer: Performance guarantees are a requirement of this solicitation. Non-conforming proposals will be removed from consideration.

75. **Question:** Can the forms be provided in a fillable format?

Answer: Please respond to the RFP with the forms provided and, in the format, requested. This enables the County to consistently evaluate all responses to the Request for Proposal.

76. **Question:** What COBRA Software does Chard Snyder use? This is important information to know when implementing.

Answer: This information is not applicable to this RFP. Please refer to Attachment A, Mandatory Features Checklist for additional details.

77. **Question:** FSA. RFP indicates that “in no circumstances shall the Contractor hold the participants reimbursement in a non-qualified account”. All participant reimbursements are made via debit card (at the point of service), check sent to the participant or provider of services, or direct deposit to the participant’s checking or savings account as directed by the participant. What is meant by “non-qualified account” – is the intent of this requirement to have administrator hold payroll funds only in a Florida Qualified Public Depository?

Answer: Please refer to the response provided for Question No. 67.

78. **Question: Mandatory Features. RFP requires that the Proposer “shall not hold FSA reimbursements on the debit cards”** but rather issue payments directly to the participant or their bank account. We are confused by this requirement. We make a debit card available for participants’ use for qualified Health Care FSA expenses and any resulting payment would be issued to the merchant (provider of service). Participant’s may also submit claims via paper, fax, online, or mobile app and we will remit the payment directly to the participant via check or direct deposit to a checking or savings account of the participant’s choice. Does this meet this requirement?

Answer: Please refer to the response provided for Question No. 67.

79. **Question: Mandatory Features.** The Proposer shall propose for all products requested in this RFP: Medical Flexible Spending Account with debit card, Limited Purpose Flexible Spending Account with debit card, **Dependent Care Flexible Spending Account with debit card**, COBRA Services, and Direct Bill Administrative Services. Will bidder be considered non-responsive and removed from consideration if bidder's debit card is available only for Medical FSA and Limited-Purpose Medical FSA?

Answer: Please refer to the response provided for Question No. 83.

80. **Question: COBRA.** Approximately how many COBRA Qualifying Event Notices are sent monthly?

Answer: Please refer to the response provided for Question No. 2.

81. **Question: Retiree Billing and Administration.** Can you please describe the scope of work expected as it relates to "coordination with FRS"?

Answer: Retirees are allowed to have automatic premium payment through their FRS monthly pension payments. The administrator must be registered with FRS to facilitate retiree automatic premium payments from their monthly pension payments.

82. **Question: Medicare supplement Coverage Enrollment.** RFP requires administrator to "provide Medicare Supplement Coverage enrollment services direct to retirees, including coordination of enrollment with Medicare Supplement and PDP carrier(s)". Is there 1 Medicare Supplement Carrier? Is the current enrollment process handled through an online enrollment system hosted by the incumbent administrator or through a paper enrollment process? Since these coverages are typically fully-insured insurance policies – why is enrollment being conducted by a third-party administrator and not the Medicare Supplement Carrier?

Answer: Cigna Health and Life Insurance Company is our Medicare Provider for our Supplements, Part D and the Advantage program. The first time retirees enroll into the Medicare Plans via a paper enrollment form sent out by the current TPA. After the initial enrollment retirees can make changes to their coverage during annual enrollment online. Additionally, the administrator provides a flat text file (FRS format) to report all retiree premium contributions made during the calendar year; that file is provided to the County, who in turn uploads the file to FRS.

83. **Question: Implementation.** Accept enrollment and eligibility files in the County's file format from County's payroll systems at least 90 days prior to effective date. Can the County provide file specifications for review by prospective bidders?

Answer: The County will provide file specifications to the awarded vendor.

84. **Question:** Performance Guarantees. The Contractor shall provide performance guarantees to the County and shall offer a minimum of 1.5% of the annual administrative fees as compensation for performance guarantees not met. Please clarify – is the minimum of 1.5% applicable to each stated performance guarantee such that the total (aggregate) fees at risk based on the six categories shown is 9% or is the total for all six categories shown 1.5%?

Answer: The County requires a minimum of 1.5% of annual administrative fees as compensation for performance guarantees not met. This amount can be spread across all performance measures.

85. **Question: Mandatory Features. RFP requires that the Proposer “shall not hold FSA reimbursements on the debit cards”** but rather issue payments directly to the participant or their bank account. We are confused by this requirement. We make a debit card available for participants’ use for qualified Health Care FSA expenses and any resulting payment would be issued to the merchant (provider of service). Participant’s may also submit claims via paper, fax, online, or mobile app and we will remit the payment directly to the participant via check or direct deposit to a checking or savings account of the participant’s choice. Does this meet this requirement?

Answer: Please refer to the response provided for Question No. 67.

86. **Question: Mandatory Features.** The Proposer shall propose for all products requested in this RFP: Medical Flexible Spending Account with debit card, Limited Purpose Flexible Spending Account with debit card, **Dependent Care Flexible Spending Account with debit card**, COBRA Services, and Direct Bill Administrative Services. Will bidder be considered non-responsive and removed from consideration if bidder’s debit card is available only for Medical FSA and Limited-Purpose Medical FSA?

Answer: Please refer to the response provided for Question No. 83.

87. **Question: COBRA.** Approximately how many COBRA Qualifying Event Notices are sent monthly?

Answer: Please refer to the response provided for Question No. 2.

88. **Question: Retiree Billing and Administration.** Can you please describe the scope of work expected as it relates to “coordination with FRS”?

Answer: Retirees are allowed to have automatic premium payment through their FRS monthly pension payments. The administrator must be registered with FRS to facilitate retiree automatic premium payments from their monthly pension payments.

89. **Question:** Medicare supplement Coverage Enrollment. RFP requires administrator to “provide Medicare Supplement Coverage enrollment services direct to retirees, including coordination of enrollment with Medicare Supplement and PDP carrier(s)”. Is there 1 Medicare Supplement Carrier? Is the current enrollment process handled through an online enrollment system hosted by the incumbent administrator or through a paper enrollment process? Since these coverages are typically fully-insured insurance policies – why is enrollment being conducted by a third-party administrator and not the Medicare Supplement Carrier?

Answer: Cigna Health and Life Insurance Company is our Medicare Provider for our Supplements, Part D and the Advantage program. The first time retirees enroll into the Medicare Plans via a paper enrollment form sent out by the current TPA. After the initial enrollment retirees can make changes to their coverage during annual enrollment online. Additionally, the administrator provides a flat text file (FRS format) to report all retiree premium contributions made during the calendar year; that file is provided to the County, who in turn uploads the file to FRS.

90. **Question:** Implementation. Accept enrollment and eligibility files in the County’s file format from County’s payroll systems at least 90 days prior to effective date. Can the County provide file specifications for review by prospective bidders?

Answer: The County will provide file specifications to the awarded vendor.

91. **Question:** Performance Guarantees. The Contractor shall provide performance guarantees to the County and shall offer a minimum of 1.5% of the annual administrative fees as compensation for performance guarantees not met. Please clarify – is the minimum of 1.5% applicable to each stated performance guarantee such that the total (aggregate) fees at risk based on the six categories shown is 9% or is the total for all six categories shown 1.5%?

Answer: The County requires a minimum of 1.5% of annual administrative fees as compensation for performance guarantees not met. This amount can be spread across all performance measures.

D. ACKNOWLEDGEMENT OF ADDENDA

- 1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- 2. All other terms and conditions of the RFP remain the same.
- 3. Receipt acknowledged by:

Authorized Signature

Date

Title

Name of Firm

D. Authorized Signatories/Negotiators Form

AGENT AUTHORIZATION FORM

I/We, (Print Proposer name) Chard Snyder & Associates, LLC., Do hereby authorize (print agent's name), Barb Yearout, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (RFP NUMBER AND TITLE) #Y22-178-MM, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Barb Yearout
Signature of Proposer

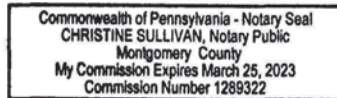
5-11-22

Date

STATE OF Pennsylvania :
COUNTY OF Montgomery :

I certify that the foregoing instrument was acknowledged before me this 11 day of May, 2022 by Barb Yearout. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 11 day of May, in the year 2022.



(Notary Seal)

Christine Sullivan
Signature of Notary Public

Notary Public for the State of Pennsylvania
My Commission Expires: March 25, 2023

H. Relationship Disclosure Form

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

Chard Snyder & Associates, LLC.

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

6867 Cintas Boulevard, Mason, Ohio 45040

Business Phone: (513) 212.1988, Ext. 23153

Facsimile: (888-) 245-8452

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

Name of Proposer's Authorized Agent:

Barb Yearout

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

6867 Cintas Boulevard, Mason, Ohio, 45040

Business Phone: (513) 573-4693

Facsimile: (888) 245-8452

Part II

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

YES NO

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

YES NO

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

YES NO

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

Not applicable _____

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Barb Yearout _____ Date 5-11-22
Signature of Proposer

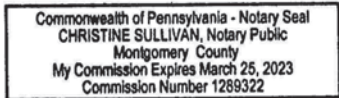
Printed Name and Title of Person completing this form:

Barb Yearout, President Ascensus Health & Benefits

STATE OF Pennsylvania :
COUNTY OF Montgomery :

I certify that the foregoing instrument was acknowledged before me this 11 day of May, 2022 by Barb Yearout. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Witness my hand and official seal in the county and state stated above on the 11 day of May, in the year 2022.



(Notary Seal)

Christine Sullivan
Signature of Notary Public
Notary Public for the State of Pennsylvania
My Commission Expires: March 25, 2023

Staff signature and date of receipt of form

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

Part III

Original signature and notarization required

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

5-11-22
Date

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

Printed Name and Title of Person completing this form:
Barb Yearout, President Ascensus Health & Benefits

STATE OF Pennsylvania :
COUNTY OF Montgomery :

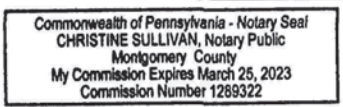
I certify that the foregoing instrument was acknowledged before me this 11 day of May, 2022 by Barb Yearout. He/she is personally ~~known to me~~ or has produced _____ as identification and ~~did~~/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 11 day of May, in the year 2022.

(Notary Seal)

Christine Sullivan
Signature of Notary Public
Notary Public for the State of Pennsylvania
My Commission Expires: March 25, 2023

Staff signature and date of receipt of form



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

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Barb Yearout _____ Date 5-11-22
Signature of Proposer

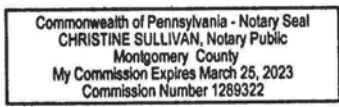
Printed Name and Title of Person completing this form:

Barb Yearout, President Ascensus Health & Benefits

STATE OF Pennsylvania :
COUNTY OF Montgomery :

I certify that the foregoing instrument was acknowledged before me this 11 day of May, 2022 by Barb Yearout. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Witness my hand and official seal in the county and state stated above on the 11 day of May, in the year 2022.



(Notary Seal)

Christine Sullivan
Signature of Notary Public
Notary Public for the State of Pennsylvania
My Commission Expires: March 25, 2023

Staff signature and date of receipt of form

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

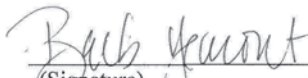
J. Agent Authorization Form

Chard Snyder

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name	Title	Telephone Number/Email
Brian Graham, Regional Vice President of Sales,		910-477-1490, brian.graham@ascensus.com
Jennifer Martin, Client Relationship Manager,		513-204-6724, Jennifer.Martin@Ascensus.com

	5-11-22
(Signature)	(Date)
President, Ascensus Health & Benefits	
(Title)	
Chard Snyder & Associates, LLC.	
(Name of Business)	

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation Chard Snyder is a LLC domiciled in OH.

(a)
(b) State of Incorporation: Ohio

Principal Place of Business (Florida Statute Chapter 607): Not applicable
City/County/State

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

Federal I.D. number is: 311239992

* Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.

Section 5, Attachments | Page 4



NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y22-178-MM
COBRA, RETIREE, DIRECT BILL AND FSA ADMINISTRATIVE SERVICES
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

PROPOSAL SUBMISSION DUE DATE:

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, May 10, 2022**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

NOTICE TO PROPOSERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Megan Miller, Contracting Agent at Megan.Miller@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Megan.Miller@ocfl.net, no later than 5:00 PM **Friday, April 22, 2022** to the attention of Megan Miller, Procurement Division, referencing the RFP number.

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
SECTION 1: GENERAL TERMS AND CONDITIONS	1-13
- INSTRUCTION TO PROPOSERS	1
- QUESTIONS REGARDING THIS RFP	1
- CONTRACT TERM	2
- INSURANCE REQUIREMENTS	2
- WITHDRAWAL OF PROPOSAL	5
- REFERENCE CHECKS	9
- CONFIDENTIAL INFORMATION	9
- MISTAKES	11
SECTION 2: SPECIFICATIONS/SCOPE OF SERVICES	1-8
SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION	9-12
- STATEMENT OF NO PROPOSAL	10
- PREREQUISITE REQUIREMENTS	11
- PROPOSAL FORMAT	10
SECTION 4: SELECTION CRITERIA	1
SECTION 5: ATTACHMENTS	
- FEE SCHEDULE	
- PROPOSAL COVER PAGE	
- ACKNOWLEDGEMENT OF ADDENDA	
- AUTHORIZED SIGNATORIES/NEGOTIATORS	
- DRUG-FREE WORKPLACE FORM	
- CONFLICT/NON-CONFLICT OF INTEREST FORM	
- E-VERIFICATION CERTIFICATION	
- RELATIONSHIP DISCLOSURE FORM	
- RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
- ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
- EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
- LOCATION FORM	
- AGENT AUTHORIZATION FORM	
- LEASED EMPLOYEE AFFIDAVIT	

- INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY
- DRAFT CONTRACT
- ATTACHMENT A: MANDATORY FEATURES CHECKLIST
- ATTACHMENT B: PROPOSAL WORKSHEET
- ATTACHMENT C: CURRENT ENROLLMENT DATA
- ATTACHMENT D: ORANGE COUNTY ENTERPRISE ENCRYPTION STANDARDS
- ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenw.com/portal/orangecountyfl>. Responses will be opened per the public meeting notice.

Offers by mail, hand-delivery, e-mail, telephone, or fax shall not be accepted. Proposals submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any offer. The submission deadline shall be scrupulously observed. It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All proposals will be opened publicly in accordance with the public notice, and the names of all timely proposers shall be read aloud.

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

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

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

contact the Contracting Agent at any time during this process, including during the Black Out Period.

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

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

3. CONTRACT TERM

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

4. BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement at Attachment E shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

5. INSURANCE

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

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

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

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

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its

equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Additional Required Coverage:

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

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

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

agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

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

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

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

6. POST AWARD MEETING

Within **fifteen** (15) days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

7. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

8. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

9. CLARIFICATION

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

10. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

11. SEALED PROPOSALS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>, prior to the submission deadline. Proposals will be opened and proposer names shall be disclosed per the public meeting notice.

12. PROPOSAL PREPARATION

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

13. ACCOUNTING SYSTEM

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

14. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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

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

Orange County Protest Procedures

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

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

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

15. PUBLIC ENTITY CRIME

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

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

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

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

17. TOBACCO FREE CAMPUS

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

18. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

19. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section

448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

20. SCHEDULE OF SUBCONTRACTING

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

21. EQUAL OPPORTUNITY

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

Further, the Contractor shall abide by the following provisions:

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

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

22. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

23. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the

Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

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

Untimely debriefing requests will also be considered.

24. REFERENCE CHECKS

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

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

25. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified

by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

26. PUBLIC RECORDS COMPLIANCE

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

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5635

27. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

28. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

29. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

30. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition,

as to any matter relating to such prices with any other proposer or with any competitor.

- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

32. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

SECTION 2
SCOPE OF SERVICES

SCOPE OF SERVICES

A. INTRODUCTION:

Contractor shall provide Flexible Spending and Health Reimbursement Account Administration, COBRA Administration, Overage Dependent (26-30) Administration, Post-Tax Medical Only eligible and Retiree Billing Services (Benefit Administrative Services) effective January 1, 2023.

Contractor will provide Benefit Administrative Services including:

- Flexible Spending Account (FSA) Administration with debit card
 - Medical FSA
 - Dependent Care FSA
 - Limited Purpose FSA

- COBRA Administration & Compliance
- Direct Billing
 - Retiree Billing and Administration
 - Post tax billing administration for overage dependents (26-30 year old) and Affordable Care Act (ACA) full-time equivalent (FTE) employees eligible for medical only

With the option to also include:

- Qualified Transportation Benefits
- Health Reimbursement Arrangements

The following table lists the participating agencies under the Orange County contract:

Agency Name
Board of County Commissioners
Comptroller's Office
Central Florida Research Park
Supervisor of Elections
Metroplan
Clerk of Courts
Property Appraiser's Office
S.O.B.T. Development Board
Housing & Finance Authority
International Drive Master Transit & Improvement District (IDMTID)

B. REQUIREMENTS OF THE CONTRACTS:

The Contractor shall

1. Have one contract for the Benefit Administrative Services, *with separate billing and eligibility maintained for each agency for Flexible Spending Account Administration*

Services. Flexible Spending Account Administration Service fees are paid by each agency, while the Benefit Continuation (COBRA, ACA/FTE Post Tax Medical Only Billing, Overage Age Dependents Survivor and Retiree Administration Service) fees for all agencies are paid by the Board of County Commissioners.

2. Not impose minimum participation requirements on agencies.
3. Work with the County and its affiliated agencies to receive eligibility electronically and/or via paper in the format provided by the County and affiliated agencies for flexible spending account enrollment.
4. Have appropriate measures designed to ensure the security of employee or retiree information; protect against anticipated threats or hazards to the security of such information; and protect against unauthorized access to or use of such information.
5. Comply with the County's Security and Encryption Standards as presented in Attachment D. All sensitive data stored on or transferred by any of the Proposer's systems shall be encrypted using the approved encryption algorithms and allowed key lengths as defined in the standards.
6. Waive any pre-funding balance requirements. Payroll deductions are provided by the County via wire.

C. OVERVIEW OF CURRENT SERVICES

1. Medical and Dependent Care FSA Administration:

Medical FSA administration is currently provided by Chard Snyder. The current administrative fee is \$3.50 per FSA participant per month, including the debit card fee (if less than 1,000 participants) and \$3.40 per participant per month (if 1,000 or more participants). There is one monthly fee per participant, even if the participant is enrolled in both medical and dependent care FSA plans. Set-up fees and annual renewal fees are waived.

Each agency is responsible for transmitting eligibility and payroll deductions to Chard Snyder on a bi-weekly basis. Employee medical and dependent care FSA contributions/payroll deductions are transferred to Chard Snyder via paper check. Each agency is responsible for the payment of the medical and dependent care FSA administrative fees.

2. Limited Purpose FSA:

Limited Purpose FSA administration is currently provided by Chard Snyder. The current administrative fee is \$3.50 per participant per month, including the debit card fee (if less than 1,000 participants) and \$3.40 per participant per month (if 1,000 or more participants). The Limited Purpose FSA is used for dental and vision expenses only. There is one monthly fee per participant, even if the participant is enrolled in both limited purpose FSA and dependent care FSA plans. Set-up fees and annual renewal fees are waived.

Each agency is responsible for transmitting eligibility and payroll deductions to Chard Snyder on a bi-weekly basis. Employee Limited Purpose FSA contributions/payroll deductions are transferred to Chard Snyder via paper check. Each agency is responsible for the payment of the limited purpose FSA administrative fees.

3. **COBRA:**

The current administrative fee is \$16.50 per COBRA Participant per month. Chard Snyder retains the 2% COBRA administrative fee added to monthly premiums. Proposers should provide costs based on retention of 2% administration fee. Termination fees, reporting to carrier fees, remittance to carrier, open enrollment mailers and initial notice fees are waived.

COBRA administration fees are paid monthly via invoice. The Board of County Commissioners is responsible for administrative fee payment for the Board of County Commissioners and all agencies.

4. **Direct Bill:**

a. **Overage Dependents:**

Currently, Orange County charges any overage dependent that meets the Florida State overage dependent definition the current health full premium plus the 2% administration fee on a post-tax basis. Over age dependent administration is currently provided by Chard Snyder. The current administrative fee is \$16.50 per participant per month Chard Snyder retains the 2% Administration fee. Proposers should provide costs based on retention of the 2% administration fee and include it with the COBRA administration costs.

Overage Dependent administration fees are paid monthly via invoice. The Board of County Commissioners is responsible for administrative fee payment for the Board of County Commissioners and all agencies.

Currently there is six (6) overage dependents enrolled in the County's plan.

b. **Post Tax Medical Only Eligible:**

Under the Affordable Care Act (ACA) provisions, coverage must be offered to employees who work an average of 30 hours or more per week during an applicable measurement period. Currently, Orange County has a 12-month standard measurement period and a 10-month initial measurement period for variable hour employees. Those identified as eligible for coverage under the ACA provision will be offered a medical only plan option on a post-tax basis. Billing administration services are administered through Chard Snyder. The current ACA/FTE post tax medical only administrative fee is \$3.00 Per Participant per month. Proposers should include cost for these administrative services within the per participant per month fee Retiree costs quoted.

ACA/FTE Post Tax Medical only administration fees are paid monthly via invoice. The Board of County Commissioners is responsible for administrative fee payment for the Board of County Commissioners and all agencies.

c. **Retirees:**

Employees retiring from Orange County have the option to continue benefit participation at their own expense on a post-tax basis. Non-Medicare eligible retirees

have the option to continue coverage under the active employee plan options and Medicare eligible retirees enroll in a Medicare Supplemental and an Employer Sponsored Group Waiver Plan (EGWP) Prescription Drug Plan (PDP) or a Medicare Advantage with Pharmacy plan. Retiree billing and administration is currently performed by Chard Snyder. The administrative fee is \$3.00 per Retiree participant per month, plus a one- time set-up fee of \$12.00 for each new retiree. Termination fees, reporting to carrier fees, coordination with Florida Retirement System (FRS), remittance to carrier(s), open enrollment mailers and initial notice fees are waived.

Retiree Administration fees are paid monthly via invoice. The Board of County Commissioners is responsible for administrative fee payment for the Board of County Commissioners and all agencies.

d. Survivor Benefits:

In certain situations, a surviving spouse and dependent children may be allowed to remain enrolled in benefits upon the death of the employee at a subsidized rate. Survivor benefits are currently provided by Chard Snyder. The current administrative fee is \$16.50 per participant per month Chard Snyder retains the 2% Administration fee. Proposers should provide costs based on retention of the 2% administration fee and include it with the COBRA administration costs.

Overage Dependent administration fees are paid monthly via invoice. The Board of County Commissioners is responsible for administrative fee payment for the Board of County Commissioners and all agencies.

5. Enrollment:

COBRA and Direct Bill eligibility is sent to Chard Snyder electronically.

FSA Elections	Sent via electronic file
Retiree – Initial Elections	Captured via paper enrollment by County/agency and transferred to Chard Snyder via secure portal
Retiree – Ongoing Elections	Handled telephonically or via online portal by Chard Snyder
Retiree – Midyear changes	Handled telephonically by Chard Snyder

D. ADMINISTRATIVE SERVICES REQUESTED:

The Contractor shall:

1. Accept the use of the County’s enrollment forms.
2. Provide online electronic enrollment for COBRA and Direct Bill participants for both annual enrollment as well as qualifying events.
3. Accept FSA enrollment information through an electronic file provided by the County and/or affiliated agencies.

4. Accept COBRA, Overage dependent, Survivor and ACA/FTE Post tax medical only eligibility through an electronic file.
5. Accept initial retiree elections through electronic file or via paper enrollment that is sent over through a secure portal.
6. Provide debit card usage for both Medical and Limited Purpose FSAs and Dependent Care FSA.
7. Ensure that debit cards are received and funds posted to returning participant's cards, no later than January 1st of each year.
8. Process FSA reimbursements immediately and distribute to the participants bank account via ACH or check within 48 hours. In no circumstances shall the Contractor hold the participants reimbursement in a non-qualified account.
9. Provide account management reports to Orange County Government on a monthly basis.
10. Provide employer tracking services that include statistical information on FSAs, COBRA enrollments, and Direct Bill enrollments, transactions, and past due premiums.
11. Develop employee education materials and plan document provisions including updates and revisions as a result of any federal or state mandate changes affecting benefits under employee benefits administrative services, to be reviewed and approved by the County.
12. Provide administrative guidance on changes in FSA, COBRA, ACA/FTE and/or Retiree administration federal and state laws.
13. Retain records pursuant to current regulations.
14. Provide annual enrollment assistance, including an on-site representative to attend all benefit fairs. This is estimated to be a maximum of six (6) days. Events can be virtual at the County's discretion.
15. Provide access to a fillable claim form in PDF format at a minimum and allow claims to be submitted through multiple methods including Fax, website and mobile app. Access to a web portal where claims can be directly submitted is also acceptable.
16. Allow employer to update enrollment information via electronic filing and/or access to a Client Portal.
17. Provide banking arrangements for FSA Accounts.
18. Waive any impress balance pre-funding requirements.
19. Process COBRA elections within specified timeframes.
20. Send COBRA enrollment materials within specified timeframes.
21. Mail acknowledgement of COBRA participation to new enrollees and Qualifying Event Notices to eligible employees and dependents.
22. Conduct premium calculations, billing to enrollees, and management of ongoing premium collections process for COBRA and Direct Bill participants.
23. Directly interface with County carriers on COBRA and Direct Bill enrollments, terminations, and make premium payments directly to insurance carriers for fully-insured products on a monthly basis via an eligibility data transfer process.
24. Submit all premiums for the County's self-insured medical plans collected from COBRA, and Direct Bill participants directly to the County.
25. Administer notice of coverage termination and conversion rights.
26. Coordinate with the Florida Retirement System (FRS), allowing for the FRS deduction of premium payments, annual FRS reporting for Premiums paid.
27. Provide Medicare Supplement Coverage enrollment services direct to retirees, including coordination of enrollment with Medicare Supplement and PDP carrier(s).
28. Allow for automatic bank account deductions for COBRA and Direct Bill premiums.

29. Assume liability for services rendered.

E. CUSTOMER SERVICES AND STAFFING

The Contractor shall:

- a. Provide customer service (inbound and outbound) using various methods (email, phone, internet) for all participants.
- b. Assure that all customer service and claims staffs are trained in the specific technical issues of the Orange County account.
- c. Maintain appropriate staffing levels to serve participants in the respective programs.
- d. Provide year-round access to toll free customer service for covered persons. This customer service function shall be available, at the Contractor's expense, during the Annual Enrollment period preceding the effective date of the Contract.
- e. Provide telephonic customer service functions available (at a minimum) from 8:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday.
- f. Provide a telephone system and staff capacity adequate to respond to covered persons within 24 hours.
- g. Record and maintain information regarding service-related or other complaints reported by covered employees, retirees and/or employee representatives.
- h. Provide customer notifications regarding account balance, pending reimbursements and recent plan updates using various methods of communication (email alerts, text messages).
- i. Administer, semi-annual customer service surveys and provide summary reports to the County. A survey shall be due in July, for the period of January to June and the second shall be due in January, for the period of July to December.

F. ACCOUNT MANAGEMENT

The Contractor shall:

- a. Provide advanced notification of any business mergers, along with complete disclosure of impact to current administration.
- b. Designate an account manager who is able to make decisions, or report to a person who can make decisions, concerning process changes as required to manage this account.
- c. Notify the County of any changes in account management or contact persons two weeks prior to the change in management or contact person. Any change in the assigned account manager must be mutually agreed upon by the County.
- d. The account manager shall maintain an up-to-date understanding and knowledge of the County's account.
- e. Be available to meet telephonically on a monthly basis, in person semi-annually or annually, and as deemed necessary by the County.
- f. Provide an annual account management performance survey to be completed by the County.

G. COMMUNICATION AND MARKETING

The Contractor shall:

- a. Upon approval from the County, coordinate communication and marketing activities related to Services.
- b. Be responsible for all costs of producing, printing, and mailing/distributing adequate quantities of marketing and administrative supplies as designated by the County. The format and content of all materials used for the County account shall be satisfactory to the County.
- c. Provide electronic communications, upon approval by the County, directly to enrolled members.
- d. Use their specific informational materials, as deemed appropriate by the County, upon the County's review. Prior to and during annual enrollment, general marketing and information materials will be developed by the County.

H. IMPLEMENTATION

The Contractor shall:

- a. Designate an implementation team of the Proposer's experienced staff to work with the County and/or its consultants to effectively implement the program on schedule.
- b. Accept enrollment and eligibility files in the County's file format from County's payroll systems at least 90 days prior to effective date.
- c. Interface with the County's carriers, performing test and initial set up requirements prior to the County's operational period.
- d. Provide a testing environment to review online services upon execution of the Contract.

I. PLAN COST

The Contractor shall:

- a. Provide, at minimum, guaranteed rate quotes for the initial three years requested for FSA (Medical, Limited Purpose and Dependent care), COBRA, ACA/FTE Post-Tax Medical Only, Overage Dependents and Retiree Billing services.
- b. The Proposer may provide additional costs for optional Qualified Transportation Benefits Services and Health Reimbursement Accounts.

J. PERFORMANCE GUARANTEES

The Contractor shall provide performance guarantees to the County and shall offer a minimum of 1.5% of the annual administrative fees as compensation for performance guarantees not met.

- a. The Contractor shall provide performance guarantees in the following categories:
 - i. implementation
 - ii. reporting

- iii. customer service
- iv. customer satisfaction
- v. account management
- vi. COBRA notification guarantees

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Megan.Miller@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

PROPOSAL FORMAT

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

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

IMPORTANT NOTE: ALL FORMS LISTED BELOW WILL BE AVAILABLE FOR DOWNLOAD WITH THE BID DOCUMENT.

Documents to be Returned	Name of File	Format sent with RFP	Format to be returned
Attachment A	Mandatory Features Checklist	Word	<u>PHYSICAL PROPOSALS:</u> Printed AND Word (.doc, .docx) on USB. <u>ELECTRONIC PROPOSALS:</u> If using the OpenGov Procurement portal to submit an electronic proposal you will only have to upload the <u>Word (.doc, .docx) version</u> . You are not required to submit in duplicate.

Attachment B	Proposal Worksheet	Word	<u>PHYSICAL PROPOSALS:</u> Printed AND Word (.doc, .docx) on USB. <u>ELECTRONIC PROPOSALS:</u> If using OpenGov Procurement portal to submit an electronic proposal you will only have to upload the <u>Word (.doc, .docx) version</u> . You are not required to submit in duplicate.
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TAB 1. MANDATORY FEATURES CHECKLIST (ATTACHMENT A) (PRE-REQUISITE)

The Proposer shall complete Attachment A, Mandatory Features Checklist, consistent with the following:

Attachment A, "Mandatory Features Checklist" shall be present in each proposal before further consideration. The "Mandatory Features Checklist" shall be included in the RFP Response. If the stated feature **IS** included in your proposal as requested, check "**Yes**". If the stated feature **IS NOT** included in your proposal, check "**No**".

IMPORTANT NOTE: YOUR PROPOSAL WILL BE DEEMED NON-RESPONSIBLE AND REMOVED FROM CONSIDERATION IF ANY MANDATORY FEATURE INDICATES A "NO" CHECK OR IF ANY "YES" ANSWER INCLUDES EXCLUSIONS.

TAB 2. PROPOSAL WORKSHEET (ATTACHMENT B)

1. QUALIFICATIONS OF FIRM (ATTACHMENT B, SECTION 1, GENERAL INFORMATION)

The Proposer shall complete Section 1, General Information, of Attachment B, Proposal Worksheet.

2. TECHNICAL RESPONSE (ATTACHMENT B, SECTION 2, TECHNICAL RESPONSE)

The Proposer shall complete Section 2 of Attachment B, Proposal Worksheet.

3. ADMINISTRATION SUPPORT (ATTACHMENT B, SECTION 3, ADMINISTRATION SUPPORT)

The Proposer shall complete Section 3 of Attachment B, Proposal Worksheet

4. PLAN COSTS AND GUARANTEES (ATTACHMENT B, SECTION 4, PLAN COSTS AND GUARANTEES)

The Proposer shall complete Parts A-G of Section 4 of Attachment B, Proposal Worksheet. The fees shall be inclusive of all administrative fees and expenses, including the production, printing, and mailing/distribution of forms, brochures, booklets, certificates, etc., marketing expenses (including travel), EDP data transfers and transmissions, reports, and agent commission, if applicable. The Proposer must provide a guaranteed rate quotes for each of the years requested.

B. ORANGE COUNTY COMPLIANCE DOCUMENTATION

A. **Proposal Cover Page** shall be completed and submitted with your proposal.

- B. **Current W-9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Firm	15
Technical Approach	35
Administration Support	25
<u>Plan Costs and Guarantees</u>	<u>25</u>
TOTAL	100

**SECTION 5
ATTACHMENTS**

PROPOSAL COVER PAGE

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. **CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

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

Name Title Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

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

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Non-Profit
_____ Joint Venture* _____ Corporation

(a)
(b) **State of Incorporation:** _____

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

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

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Proposal Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

DRUG-FREE WORKPLACE FORM

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

Name of Business

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

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

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

[] The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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

E VERIFICATION CERTIFICATION

Contract No.Y22-178-MM

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

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

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

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Proposer's Authorized Agent:

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

Business Phone: () _____

Facsimile: () _____

Part II

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

___ YES ___ NO

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

___ YES ___ NO

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

___ YES ___ NO

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

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

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

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

Staff signature and date of receipt of form

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

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

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

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

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

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

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

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

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

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

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

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

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

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

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

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

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

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

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

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

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

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

CONCLUSION:

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

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

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

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

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

Part I

Please complete all of the following:

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

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

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

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

Part III

Original signature and notarization required

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

_____ Date

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

_____ Staff signature and date of receipt of form

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

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

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

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

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

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

WHO NEEDS TO FILE THE SPR?

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

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

HOW ARE THE KEY RELEVANT TERMS DEFINED?

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

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

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

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

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

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

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

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

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

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

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

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

CONCLUSION:

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

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

AGENT AUTHORIZATION FORM

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

Signature of Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

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

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

(Notary Seal)

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

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

CONTRACT # Y22-178

This Contract is made as of the ____ day of _____, 2022 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is _____.

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

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of COBRA, Retiree, Direct Bill and FSA Administrative Services, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on _____ and complete all services by _____.

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

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

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

ARTICLE 3 **PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed _____ Dollars (\$ _____). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 REQUIREMENTS CONTRACT

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

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

ARTICLE 5 INSURANCE REQUIREMENTS

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

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

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

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

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP)

during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

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

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

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

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 FEDERAL AND STATE TAX

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

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

ARTICLE 8 AVAILABILITY OF FUNDS

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

ARTICLE 9 CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

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

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

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

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

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

B. Termination for Convenience

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

ARTICLE 11 **FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within seventy-two (72) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 **PERSONNEL**

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

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

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

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

ARTICLE 13 **TRUTH IN NEGOTIATION CERTIFICATE**

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

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

ARTICLE 14 ARREARS

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

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 ACCESS AND AUDITS

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

ARTICLE 19 EQUAL OPPORTUNITY

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

Further, the CONTRACTOR shall abide by the following provisions:

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

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 **SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 23 **MODIFICATIONS OF WORK**

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

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

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

ARTICLE 24 CONTRACT CLAIMS

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

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

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

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

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

ARTICLE 25 TOBACCO FREE CAMPUS

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

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform

work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

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

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

ARTICLE 27 LAWS AND REGULATIONS

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

ARTICLE 28 BUSINESS ASSOCIATE

The Business Associate Agreement attached hereto shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

**ARTICLE 29 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER -
TERM CONTRACTS**

It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

ARTICLE 30 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys’ fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 31 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 32 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 33 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 34 AUTHORITY TO PRACTICE

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

ARTICLE 35 SEVERABILITY

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

ARTICLE 36 SUCCESSORS AND ASSIGNS

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

ARTICLE 37 REMEDIES

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

ARTICLE 38 ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 39 NOTICE

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

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 40 ATTACHMENTS

The following attachments are attached hereto, and made a part of this Contract in order of precedence:

- A. Attachment A: Mandatory Features Checklist
- B. Attachment B: Proposal Worksheet
- C. Attachment C: Current Enrollment Data
- D. Attachment D: Orange County Enterprise Encryption Standards
- E. Attachment E: Business Associate Agreement

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

ORANGE COUNTY, FLORIDA

and

BUSINESS ASSOCIATE

ADDENDUM TO CONTRACT NO. Y22-178

related to

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS ADDENDUM is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its **HUMAN RESOURCES DIVISION** (the “Covered Healthcare Component”), and **BUSINESS ASSOCIATE NAME** (“Business Associate”), located at **BUSINESS ASSOCIATE ADDRESS**. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

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

WHEREAS, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its **HUMAN RESOURCES DIVISION** is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its **HUMAN RESOURCES DIVISION**, it must be treated as a “Covered Entity”; and

WHEREAS, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

WHEREAS, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to, or on behalf of, the Covered Entity or Hybrid Covered Entity; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information

Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

WHEREAS, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y22-178 (the “Agreement”) and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

Section 1. Incorporation

- A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.
- B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.
- C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. Definitions.

- A. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.
1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.
 2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act (“FIPA”) codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County’s policies and procedures as they relate to its, and its Covered Healthcare Component’s, compliance with HIPAA Privacy and Security Rules.
9. **Personally Identifiable Information (“PII”)** shall mean either of the following:
 - a. An individual’s initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;

- iv. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services “Safe Harbor Standards.”
 - vii. The term “Personally Identifiable Information” does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. **Protected Health Information (“PHI”)** shall mean an individual’s identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
11. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
12. **Secretary of Health and Human Services** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.

13. **Security Incident or Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
14. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of Agreement

A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(i) and §501.171(2), that the subcontractor will appropriately safeguard the information. All other uses or disclosures, not otherwise authorized by this Addendum or otherwise governed by law, are prohibited.

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.

3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability

of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.

11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. the disclosure is required by law; or
2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PII.

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

F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and according to current state and federal laws.

Section 5. Confidentiality

A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential ("Confidential Information") of the other Party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida's Public Records Laws;
2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

1. after it becomes publicly available through **no fault** of either Party;
2. which is later publically released by either Party in writing;
3. which is lawfully obtained from third parties without restrictions; or
4. which can be shown to be previously known or developed by either Party independently of the other Party.

Section 6. Security

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. a modification or destruction of electronic PHI or PII; or
3. interference with system operations in an information system containing electronic PHI or PII.

Section 7. Reporting Requirements

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
 - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County of the pertinent details of the breach and, upon prior approval of the County's Privacy Officer, shall notify each individual whose unsecured PHI or PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reporting to Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "Covered Entity," shall be read as references to the Business Associate.

1. Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (c) the steps individuals should take to protect themselves from potential harm resulting from the breach; (d) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further

breaches; and (e) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

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

H. **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.

I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.

J. A violation of this Section shall be a material violation of this Addendum.

Section 8. Termination

A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.

B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.

C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.

D. **Duties of Business Associate Upon Termination of the Agreement.**

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or

disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.

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

Section 9. Miscellaneous

- A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.
- B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.
- D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.
- E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.
- F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.
- G. **Indemnification.** To the fullest extent permitted by law, the Business Associate shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or

indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.

H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPPA Privacy Rules or other applicable federal law.

J. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies).

To the County:

Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

AND

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

To the Business Associate:

K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Addendum were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date first above written.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____

DATE: _____

THE BUSINESS ASSOCIATE

Business Associate: _____

By: _____

Printed Name: _____

Official Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____.

(Seal)

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [] or Produced Identification []

Type of Identification Produced: _____