

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CompServices, Inc.
(hereinafter referred to as “CSI”),
a Pennsylvania corporation for profit
whose principal place of business is
1700 Market Street, Philadelphia, PA 19103-1480

WHEREAS, SBBC remains committed to the *Criteria-Based Model™ (CBM™)*, for the foundation of its self-administered Workers' Compensation Program; and

WHEREAS, SBBC and CSI are mutually committed to the successful integration of the SBBC self-administered core services and remaining CSI contracted services consistent with the *CBM™* and related industry best practices resulting in a seamless, unified operation and program; and

WHEREAS, SBBC may, at its discretion and in its interest, when purchasing insurance, entering risk management programs, or contracting with third party administrators, make any such acquisitions through direct negotiations and contract pursuant to SBBC Policy 3320, Part V (B).

WHEREAS, SBBC, through direct negotiation with CSI, wishes to enter into an agreement for Select Workers' Compensation Third Party Administrator Services in conjunction with SBBC' Self-Insured, Self-Administered Workers' Compensation Program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2016 and conclude on June 30, 2019 and may at the sole discretion of the School Board, be renewable for two (2) additional one (1) year periods, and if needed, 180 days beyond the expiration of the final renewal period, by written amendment of this Agreement.

2.02 **Service Fees.** Upon CSI's submission of an appropriate and proper invoice to the SBBC for services it provided under the terms of this Agreement, The SBBC shall pay CSI the monthly amounts outlined below:

July 1, 2016 through June 30, 2017 - \$133,333.33 monthly
July 1, 2017 through June 30, 2018 - \$136,666.67 monthly
July 1, 2018 through June 30, 2019 - \$140,000.00 monthly

The Service Fees for the renewable periods will be separately negotiated.

2.03 **CSI's Service Deliverables.** CSI shall provide Workers' Compensation Services specified in **Exhibit A** – CSI Service Deliverables.

2.04 **Services to be provided by SBBC Self-Administered Workers' Compensation Program.**

- (a) **Claims Management** -- Staffing of claims adjusters and associated adjuster functions (acceptance/denial of reported claim, compensability decisions); claims investigations, litigation management, reserving and claims-based financial approvals (including payment authorizations for medical bills), statutory, regulatory, and fiscal management;
- (b) **Medical Management** - Staffing of nurse case managers, the functions of all case-based medical/functional determinations and associated activities (except for Triage & Intake services as outlined in Exhibit A. Section 3), Stay At Work/Return To Work program activities, and overall management of the medical management aspects of the program, including all provider training relative to CBM principles. (CSI credentials and manages the SBBC network);
- (c) **Program Management** – Staffing of Workers' Compensation (WC) Program Administrator, Claims and Medical managers & supervisors/nurse case managers and their associated functions; and
- (d) **Employer Role** – SBBC shall continue its role as a "fully engaged employer" being active and influential in the collaboration with CSI regarding the design, oversight and management of the select services provided by CSI.

2.05 **CSI's Insurance Requirements.** Proof of the following insurance will be furnished by any awardee to the Board by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. The insurance information must be submitted on an insurance carrier's Certificate of Insurance.

- (a) General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- (b) Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- (c) Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- (d) Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- (e) Employee Dishonesty Insurance covering awardee and the Board against loss caused by dishonesty or employees of awardee including coverage for Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud with limits of \$5,000,000.
- (f) **REQUIRED CONDITIONS:** General liability policy must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - i. The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured.
 - ii. All Liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
 - iii. Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
- (g) The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

2.06 **Inspection of CSI's Records by SBBC.** CSI shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CSI's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory

performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by CSI or any of CSI's payees pursuant to this Agreement. CSI's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. CSI's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) CSI's Records Defined. For the purposes of this Agreement, the term "CSI's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CSI's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CSI pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide CSI reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to CSI's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by CSI to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any CSI's claims for payment by SBBC.

(f) Inspection of Subcontractor's Records. CSI shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by CSI to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to CSI pursuant to this Agreement and such excluded costs shall become the liability of CSI.

(g) Inspector General Audits. CSI shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Workers' Compensation Program Administrator The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida
To CSI:	Donald J. Liskay, President & CEO CompServices, Inc. 1700 Market St., Philadelphia, PA 19103
With a Copy to:	Lee J. Herzer, Vice President of Operations CompServices, Inc. 1700 Market St., Philadelphia, PA 19103

2.08 **Background Screening.** CSI agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CSI or its personnel providing any services under the conditions described in the previous sentence. CSI shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CSI and its personnel. The parties agree that the failure of CSI to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. CSI agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CSI's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon one hundred eighty (180) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured

within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not 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 now or hereafter existing at law or in 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 future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Employee Records.** CSI shall safeguard the privacy of all SBBC employee records pursuant to all applicable federal, state and local laws, and SBBC policies.

3.11 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. CSI agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over CSI.

3.15 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.22 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.23 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.24 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By CSI: CSI agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by CSI, its agents, servants or employees; the equipment of CSI, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CSI or the negligence of CSI's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CSI, SBBC or otherwise.

3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR CSI

(Corporate Seal)

CompServices, Inc.

ATTEST:

By [Signature]

_____, Secretary

-or-

David Ciminatta
Witness

[Signature]
Witness

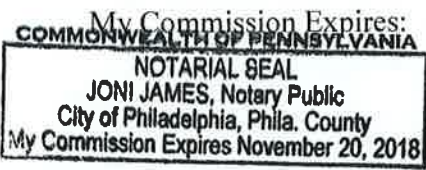
The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Pennsylvania

COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 25th day of April, 2016 by LEE J. HETZER of COMP SERVICES, INC on behalf of the corporation/agency.

He/She is personally known to me or produced personally known as identification and did/did not first take an oath. personally known as Type of Identification



(SEAL)

[Signature]
Signature - Notary Public

Joni James
Printed Name of Notary

1078115
Notary's Commission No.

Exhibit A

CSI Service Deliverables

1. Administrative Services

SBBC agrees that in this Scope of Services, CSI is not acting as SBBC's Third Party Administrator, as SBBC is a Self-Administered Worker's Compensation Program. CSI will provide the assistance and services outlined below on SBBC's behalf:

a. Compliance

- i. CSI will assist SBBC in complying with all rules, regulations, guidelines or procedures established by SBBC and the State of Florida, to include submission and oversight of EDI.
- ii. CSI shall reimburse SBBC any fines, penalties or assessments assigned by the State of Florida, Division of Workers' Compensation (FDWC) or other regulatory agency for failure to comply with such rules and regulations, including EDI reporting, associated with the performance of CSI. This excludes penalties, fines, or assessments in association due to SBBC staff's claims management errors.
- iii. In accordance with state mandated time frames, CSI shall prepare, maintain, and file on SBBC's behalf any statistical information required by Workers' Compensation Rating Bureaus or appropriate state agencies, including Electronic Data Interchange (EDI) and data necessary for the promulgation of experience modifications (e.g. SI-17 report).
- iv. In accordance with mandated time frames, CSI shall prepare, maintain, and file on SBBC's behalf all records and reports as may be required by legal authorities (state, local, and federal) including but not limited to FDWC, Center for Medicare and Medicaid (CMS), etc. This does not include individual claim payments and filings to be completed by SBBC staff, as operating as a self-administered entity.
- v. CSI shall provide SBBC with up to 1,000 FDWC "Broken Arm" posters (69L-6.007, F.A.C. Compensation Notice DFS-F4-1548) during the course of this contract. SBBC shall specify no less than 200 posters per request. Posters will be 17"x11" and in color.
- vi. CSI shall provide SBBC 1,000 Magnets (minimum size 2" x 3") containing the SBBC triage phone number and instructions over the course of this contract. SBBC shall specify no less than 200 posters per request.
- vii. CSI shall prepare, maintain, and file statistical or other records and reports as required by SBBC's excess workers' compensation insurers.

- viii. CSI shall have the ability and agree to undergo SAS70, SOC, SSAE 16 (or recognized equivalent) audits and provide results to SBBC annually.
- ix. SBBC shall have all right, title, interest, and ownership to all loss statistics and claim files regarding SBBC current and historic claims (electronic and hardcopy files). Further, at the sole option of SBBC and upon ten (10) days written notice, CSI shall return such files to SBBC.
- x. At the termination of the contract, at the sole expense of CSI, CSI shall provide SBBC with computer discs, hard drives, or other computer media containing all of the claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

b. Staffing

- i. CSI shall provide a designated Account Manager responsible for oversight and governance of all services provided by CSI. The CSI Account Manager role shall consist of:
 - a) Adherence to contract and statutory standards including support / oversight of timely provision of data and ad hoc reporting requirements or projects as identified.
 - b) Assume accountability/ responsibility for the provision of work flow and process documents at onset of contract, and any mutually agreed upon changes in work flow or process.
 - c) Liaison between designated lead contacts for each service provided by CSI.
- ii. CSI shall also provide a designated contact for each service, to serve as a backup to the account manager, if unavailable. CSI shall provide contact information including office and cell phone numbers, email address, and office location(s).
- iii. CSI shall provide SBBC with a proposed staffing report and supporting organizational charts, for SBBC approval, for all services provided which includes the title of each CSI employee or subcontracted employee, office location(s) of each employee, level (shared, dedicated, exclusive) of responsibility to SBBC of each employee, and contact information of each employee. This will assure CSI provides adequate staffing of each service.

c. Training and Continuous Improvement

- i. CSI shall provide formal, classroom style, ongoing training and education to SBBC staff, at no additional charge, on topics regarding the select services provided including but not limited to claim system, mail/imaging/documentation workflow, bill review and bill payment, credentialing updates, etc. as mutually agreed.
- ii. CSI shall attend and fully participate in mandatory training formal, classroom style, ongoing training and education provided by SBBC staff to SBBC staff on mutually relevant workers' compensation topics of interest to SBBC as mutually agreed.
- iii. CSI shall recognize that SBBC is committed to continuous improvement regarding the workers' compensation program and will be designing and implementing new initiatives and workflow procedures. CSI shall work collaboratively with SBBC's workers' compensation staff and consultants, to initiate program changes and enhancements as requested by SBBC.

d. Operations / Workflow

- i. CSI and SBBC shall work together to establish a coordinated and integrated workflow process framework consistent with SBBC and CBM™ philosophies and core practices, while always exploring opportunities for continuous improvement.
- ii. CSI shall provide SBBC with electronic and/or hard copies of existing workers compensation management standard operation procedures for the services they shall provide (e.g. intake and triage, bill pay, medical credentialing, etc.). Revisions shall require SBBC approval and shall be provided to SBBC prior to the time of the effective change.
- iii. CSI shall provide a mail room to receive hardcopy mail with a designated SBBC P.O. Box and an email address (currently: broward@ahcasualty.com) to receive all relevant SBBC document included, but not limited to: invoices/bills, legal correspondence, medical releases, etc.
- iv. Documents received by CSI via hard copy mail or email shall be scanned and entered into the claims system within 1 business days of receipt.
- v. CSI will provide a weekly report to measure the time between documents (hard copy and email) are received/date stamped to when they are imaged and uploaded to Comp Suite.

- vi. CSI shall prepare an emergency preparedness/contingency plan for all services CSI provides to SBBC, for approval by SBBC, for ensuring that in the event of an emergency (hurricane, flood, etc.), CSI will continue to provide services to SBBC including but not limited to: intake & triage, claims system, bill payment, etc.
- e. Miscellaneous
- i. CSI agrees to provide SBBC, at no additional cost, access to program enhancements developed by CSI, at the sole discretion of SBBC.
 - ii. In the event SBBC chooses to remove one or more of the services CSI is responsible for, per this contract, in order to provide the service(s) directly by SBBC, CSI shall provide SBBC a breakdown of service fees (with backup) for all services provided in order to allow SBBC and CSI to negotiate and amend this contract appropriately.
 - iii. Where possible at the onset of this contract, CSI shall retain all current aspects of the prior SBBC select services contract/program including but not limited to: triage phone number, mail room physical and e-mail address, shared banking account, vendors, operations, etc. CSI shall provide SBBC justification in writing to SBBC for requesting a change and SBBC approval, for any modifications to how SBBC was receiving selected WC services in the prior contract.

2. Systems/Data

- a. Comprehensive Claims System
- i. CSI attests that it shall provide to SBBC access to comprehensive claims system capabilities that comply with applicable statutory and regulatory requirements and that comprise and support all activities necessary to manage SBBC workers' compensation claims;
 - ii. CSI shall provide CSI's most current, proprietary version of CompSuite (by Stone River) with, at minimum, all current levels of functioning, and future enhancements, throughout the contract period, unless a mutually agreed upon decision between CSI and SBBC is made to move to a new claims system with pre-agreed criteria, including but not limited to: functionality, accessibility, reporting.
 - iii. CSI shall provide their additional systems and reporting mechanisms including but not limited to: Claim Web, Business Objects/Web Intelligence, and CSI.net.

- iv. CSI agrees to maintain, at no additional cost to SBBC, real-time electronic claim file data, including all adjuster notes, supervisory notes, nurse notes, diary items, payment records, medical bills, in an electronic manner with internet based access available to SBBC;
- v. SBBC shall maintain the current VPN data line (or other suitable alternative) to connect to CSI's CompSuite and other systems.
- vi. CSI shall provide all technical & operational support, training, hosting, direct and remote access remote logins to virtual protocol network (VPN), back up and contingency capabilities, data management, reporting support and other assistance as required to ensure optimal functionality;
- vii. CSI shall provide and enhance, with SBBC input, a Stay-at-Work/Return-to-Work module/screen in CompSuite to accurately document date segments of regular work, modified work, no work, etc. CSI shall work with SBBC to develop this module to import or merge data from SBBC payroll system to categorize every scheduled work day in specific classifications including but not limited to:
 - a) No work from MD, not working, SBBC ILD day (salary in lieu of comp)
 - b) No work from , not working, TTD
 - c) Restricted duty from MD , working, regular pay
 - d) Restricted duty from MD, not working, SBBC sick day
- viii. If requested by SBBC, CSI shall assist in the development of an interface between CompSuite and or other CSI systems with SBBC's Human Resources Information System (currently SAP) to enable functionality including but not limited to: the development of an electronic notice of injury, demographic information, salary information, and attendance records.
- ix. CSI shall make modifications/enhancements to CompSuite and other CSI systems (Claim Web, Business Objects, CSI.net, as requested by SBBC, to support a CBM™ based program supporting SBBC procedures, workflow, SBBC user-defined fields, reporting, and documentation to integrate into the overall claims management and WC operation. SBBC will not be charged any additional fees for modifications/enhancements CSI is capable of performing and mutually beneficial to CSI and SBBC. These modifications/enhancements include but not limited to:
 - a) Data fields unique to SBBC's needs (personnel #, job class code, org unit, etc.)
 - b) Remark/Note and Diary Codes (automated and manual)
 - c) SBBC specific user roles (adjuster, nurse case manager, supervisor, manager, etc.) with specific permissions, authority, diaries, and note codes for each.
 - d) Integrated Reserve Worksheet

- e) Location hierarchy consistent with SBBC organizational structure
 - f) SBBC automated templates for common forms and letters (Denials, MMI, etc.)
 - g) Claim Reassignments
 - h) Data Validity (CSI data entries, reporting, etc.)
 - i) Financial tracking of excess insurance reimbursements in CompSuite
 - j) Automated repricing/reduction of payments based on current and future subrogation agreements on individual claim files.
- x. CSI shall provide appropriate access for SBBC adjusters and supervisors (10 users) ISO services to include initial nationwide ISO inquiry at the onset of the claim as well as any notification of subsequent reports meeting ISO criteria.
 - xi. CSI shall provide ODG license to provide access to SBBC nurse case managers and supervisors (10 users).
 - xii. In the event, CSI, is not capable of completing an SBBC requested modification/enhancement and requires new programing by Stone River, CSI shall provide an estimate of hours and cost by Stone River, for SBBC approval, before commencing work on such modifications/enhancements.

b. Data/Reporting

- i. CSI shall continue to provide SBBC all current CSI reporting systems (Web Intelligence/Business Objects, Claim Web, etc.) with already established SBBC report catalog to allow SBBC staff to run ad hoc or scheduled reports. CSI shall maintain and improve reporting procedures which are compatible with the organizational needs of SBBC.
- ii. CSI shall provide SBBC with regular (daily, weekly, monthly, quarterly, and annual) reports, as mutually agreed upon, in a format as is acceptable to SBBC, including, but not limited to: SBBC defined claim performance indicators, CSI service performance (payment lag, image que lag, etc.)
- iii. Unless otherwise specified by SBBC, CSI shall provide all annual reports based on a Fiscal Year (July 1st through June 30th)
- iv. CSI shall provide a monthly report comprised of individual surveys received to measure their reliability and accuracy, (customer service) provided to injured employees, physicians and other network providers, as it relates to services (intake and triage, bill payment, etc.) provided by CSI on behalf of SBBC, in a format designed by SBBC and summarize the findings in a formal semiannual report to SBBC.
- v. CSI shall provide a maximum of 30 remote logins to CompSuite with full user functionality (not administrative rights) and four "read only" logins for internal and external audit purposes. Additionally, CSI provide SBBC a "read only access" system (currently CSInet) for all SBBC WC staff and as

mutually deemed reasonably appropriate for non-WC Department users/vendors(internal or external audit or review, etc.);

- vi. CSI shall provide training on their enhanced CompSuite application and related system components (ClaimWeb, Business Objects/Web Intelligence, CSI.net, etc.) to those SBBC employees, staff and consultants, directly or indirectly associated with the workers' compensation program as mutually and reasonably determined.
- vii. CSI shall provide all EDI functionality for state reporting through CompSuite and workerscomp.net. CSI shall provide appropriate licensing to allow access to workcomp.net (Mitchell Regulatory Reporting) for all SBBC adjusters and supervisors (10 users). While CSI shall provide EDI reporting directly for new claims in conjunction with this contract period, EDI reporting for all prior claim years will require the workcomp.net/Mitchell reporting access.
- viii. CSI shall provide a designated EDI contact, and backup contact.
- ix. CSI shall be responsible for following all CMS rules and regulations. CSI shall be responsible for penalties and interest for data delivery for CMS reporting.
- x. CSI shall provide a designated CMS contact, and backup contact.
- xi. CSI shall provide a contingency plan, with SBBC approval, for SBBC access to CompSuite and other CSI systems in the event of an emergency requiring an CSI or SBBC office closing.
- xii. CSI shall provide SBBC with a claim system/data backup plan outlining how frequent and where SBBC data is backed up. CSI shall show that all current SBBC data exists in at 2 separate locations/cities, in order to remain intact in the event of an emergency or natural disaster.

3. Triage & Intake

- a. CSI shall provide 24 hour, 7 days a week, 365 days (24/7/365) telephonic injury reporting and intake capabilities. CSI shall provide an internet reporting option, only as a contingency, with SBBC approval. CSI shall provide a plan/scope of work outlining how CSI will support the on-call registered nurse coverage/triage of all after hour's reports of injury.
- b. CSI shall appropriately staff (CSI or SBBC approved subcontracted employees) the SBBC intake and triage unit with: a dedicated, centralized team consisting of three triage registered nurses (must have triage and/or workers' compensation experience)

and two intake specialists/representatives. This intake & triage unit shall be located within Broward County, Florida.

- c. CSI shall have the ability to provide full service to English, Spanish, and Haitian-Creole speaking individuals for intake and triage service, within SBBC standard business hours of 7:30 am – 5:30pm.
- d. CSI shall secure and maintain the current dedicated 800 number (800-374-4810) from the current third party administrator. If requested by SBBC, CSI shall provide an additional triage line with a 754/954 area code for employees.
- e. These phone numbers shall be designated to SBBC and shall be identified, as the Broward County Public Schools workers' compensation triage unit, for all voice prompts or live response to all calls.
- f. CSI shall prepare and adhere to an intake & triage workflow and procedure approved by SBBC for all (inbound/outbound) call activity. CSI shall provide a call management system with capabilities including but not limited to:
 - i. Call flow/volume and real-time dashboard monitoring
 - ii. Identification of call volume and assignments/routing
 - iii. Ability to produce ad hoc or real-time reports with identification of: average speed of answer, hold time, call abandonment, call routing, and average duration of call.
- g. CSI shall prepare and follow a triage plan/procedure that has been approved by SBBC in the handling of SBBC's claims. This plans includes, but not limited to:
 - i. Direction of care (clinical decision making urgent vs. emergent, geographic location, etc.)
 - ii. Escalations/Alerts to SBBC (catastrophic injuries, death, etc.)
 - iii. Workflow map
- h. CSI shall provide a contingency plan, with SBBC approval, for intake & triage services in case of an office shutdown due to an emergency.
- i. CSI shall provide and submit Triage reports, as defined by SBBC, for the prior calendar month by the 10th day of the next calendar month for review.
- j. It shall be the responsibility of CSI to provide an adequate phone system, computers, and other equipment to support the intake & triage, SBBC approved plan. SBBC shall provide office space for Triage staff.
- k. As the intake & triage unit are exclusively dedicated to SBBC, CSI shall support, at the discretion of SBBC, to direct, as needed, projects/assignments during periods of lower call frequency/volume.

- l. SBBC shall determine the scheduled work days and staggered daily schedule for CSI intake and triage unit employees, to most effectively serve SBBC's needs, as SBBC operates on annual calendar based on a nine month school year with summer, winter, and spring breaks.
- m. CSI shall telephonically receive all information to complete a first notice of injury (Florida DWC-1) and enter in the claim system in real-time during regular business hours (7:30am – 5:30pm) and early am the next business day for on-call (evening and weekend) phone calls received.
- n. CSI shall be responsible for creating an Injured Employee Booklet, which shall be approved by SBBC, prior to printing. CSI shall be responsible for printing (2 sided an in color) the booklets in English and Spanish, while maintaining a creole version in pdf form that can be printed locally, as required. This booklet will contain the current SBBC information and State of Florida forms (letter, mileage reimbursement, fraud statement, medical release, etc.). CSI shall manually print a letter from SBBC Workers' Compensation Program Administrator and manually insert it before mailing, as this letter is likely to change more frequently (letterhead with Board updates, etc.).
- o. CSI shall be responsible for mailing employee handbooks within one business day of receiving the clam via overnight mail with a tracking # and delivery confirmation to all injured employees, whether they were directed to medical care or not (record only claim).
- p. CSI shall document confirmation the booklet was sent from CSI to the injured employee in the electronic claim file in CompSuite.
- q. SBBC shall review and approve "in writing" (SBBC email response acceptable) all communication materials prior to mailing (hardcopy or e-mail) directly to SBBC employee by CSI.

4. Medical Bill Review, Medical Audit Services, Bill Repricing, and Bill Pay

- a. Medical Bill Review
 - i. CSI shall provide a medical bill review system that is fully integrated with adjusting and medical case management electronically, in real time.
 - ii. CSI shall promptly review all medical/surgical (in and out of network) for accuracy including, but not limited to:
 - a) Duplicate billings
 - b) Unbundling of charges
 - c) CCI edits
 - d) Approval and appropriate precertification

- iii. CSI shall reprice all medical bills including those that:
 - a) Are not subject to fee schedule coding
 - b) Are for services not specifically addressed in the fee schedule
 - c) Need an in-depth medical interpretation of the rules and regulations
 - d) Provider has SBBC, CBM™ panel fee agreement

b. Medical Audit Services

- i. CSI shall provide a dedicated Medical Bill Review/Audit/Utilization contact/expert (registered nurse or experience approved by SBBC).
- ii. CSI shall audit high-value in-network and out-of-network bills which may include:
 - a) Hospital, Ambulatory Surgical Center (ASC), provider bills, ancillary providers and pharmacy
 - b) Bills exceeding \$2,500
 - c) Bills SBBC specifically requests a review of
 - d) In the exercise of professional judgment, specifically warrant review.
- iii. AHS shall provide a monthly medical audit report in excel format containing data fields as provided in sample report including but not limited to: month audited; bill; claim #; date of service; facility; billed charges; amount paid; calculated payment based on fee schedule/contract; % of billed charges paid; % savings; specific amount saved due to billing/med audit; cpt code; type of service; disposition/comments (text by review, not computer generated)
- iv. All reviews and coding changes shall be done in accordance with jurisdictional (Florida) Workers Compensation statues.

c. Medical Bill Repricing

- i. SBBC shall have access (defined as a good faith and reasonable effort by core to recast existing arrangements) to all relevant (defined as any contract involving potential or actual SBBC expenditures) and favorable contracts available to CSI, including but not limited to; Hospital, ASC's, Labs, Other (see below list of vendor contracts);
- ii. CSI shall reprice CBM panel clinicians in accordance to CBM reimbursement schedule.
- iii. SBBC shall identify and notify CSI of any existing and future subrogation agreements. CSI shall enter specifics percentage reduction on individual claims into CompSuite so all future bills are automatically adjusted/repriced

based on the specific subrogation agreement. CSI will provide a quarterly report to SBBC Claims Manager of all payments made on all files on with a subrogation adjustment in CompSuite illustrating the total bill and appropriate percentage reduced.

d. Bill Payment

- i. CSI shall provide a dedicated bill payment contact, responsible for all medical and hospital bill payment services.
- ii. CSI shall provide a “manned” telephonic support line for billing inquiries to support both the employee and clinician reimbursement questions during normal business hours.
- iii. CSI shall provide a bill payment workflow plan/chart to SBBC for approval including the timeframes of printing checks, envelopes postmarked, and picked up by postal service or appropriate carrier.
- iv. SBBC staff shall be responsible for authorizing all claim payments, while CSI shall process all payments, after SBBC authorization including check issuance (printing and postage) within 1 business days of SBBC adjuster approval.
- v. CSI shall pay all medical bills within 25 days of receipt of the bill, inclusive of estimated time (5 business days) for SBBC adjuster approval.
- vi. CSI shall provide a detailed report identifying the time taken for SBBC approval to adequately measure the timeliness of medical bills, at each stage/desk, on a monthly basis and/or timeframe requested by SBBC.
- vii. CSI shall print (on CSI checks including identification of SBBC workers’ compensation Unit) and mail (paid postage) all SBBC payments.
- viii. CSI shall, if available, and requested by SBBC, provide SBBC with functionality to receive electronic invoice/bill submission and/or electronic payment of bills.
- ix. CSI shall reimburse SBBC for any overpayments made in the bill review process, within 30 days of identification of the overpayment for errors solely due to CSI.

e. Banking Arrangement

- i. SBBC agrees to provide a banking arrangement for Loss and Expense Payments with CSI receiving signatory authority. SBBC has the sole obligation and responsibility for funding appropriate Loss and Expense

Payments. It is expressly understood that CSI shall not be required to advance its own funds to pay any of SBBC's obligations. All bank charges, if any, shall be incurred by and paid for by SBBC. Additionally, all interest earned, if any, shall be the property of SBBC.

- ii. CSI shall provide a procedure regarding all banking procedures included but not limited to:
 - a) Provide a designated staff person, and backup, for all issues regarding the banking arrangement with SBBC.
 - b) Check pull/retrieval (post printing) to redirect checks to alternate address (e.g. mailing to defense attorney for settlement check)
 - c) Provide SBBC online access for reconciliation by SBBC Accounting Specialist and review by SBBC WC Program Administrator.
 - d) Receive and process (deposit and note financial offset in claim file) all checks payable to SBBC for any recoveries, reimbursements and/or overpayments. However, SBBC shall have option to deposit excess reimbursement checks directly into SBBC direct account (not shared account with CSI).

5. Medical Network & Credentialing, Vendor Management and Contracting

a. Clinician/Medical Panel

- i. CSI shall collaborate with SBBC to revise and preserve the CBM™ based "private-label" panel of clinicians per SBBC specific and approved composition. SBBC shall have principal decision-making regarding panel management activities, clinician communication training, feedback & intervention, inclusion/exclusion, referral & reimbursement arrangements, and other related activities.
- ii. CSI shall provide SBBC access to a provider network that contains appropriate providers. SBBC is interested in working with CSI to assure that high quality providers, particularly in key specialties, are encouraged to participate in the network and who contractually agree to preferred appointment setting criteria, reporting and standards to best address the medical and rehabilitative needs of SBBC injured employees. Key specialties include, but not limited to: internists, family practice, orthopedics, neurology, neurosurgery, occupational medicine specialties and psychology/psychiatry.

- iii. CSI shall provide and update a Geo Access/ mapping capability tool for Vendor Management with availability and access for all SBBC claims staff and triage staff.
- iv. CSI shall provide SBBC access to CSI Chief Medical Officer as a resource to SBBC for the following services, including but not limited to, clinical resource, provider relations, and network contracting, “peer to peer” discussions.
- v. CSI shall provide SBBC with a designated medical/clinician panel contact responsible for the management of the SBBC clinical panel and agreements.

b. Medical Credentialing

- i. CSI shall provide dedicated contact to oversee medical credentialing and new clinician panel appointment.
- ii. CSI shall provide medical review/credentialing of any new SBBC providers or current providers, at SBBC’s request. CSI shall provide SBBC a procedure, with SBBC approval, for the medical credentialing/review process of a clinician/provider with criteria, including but not limited to: educational background, experience in designated specialty, malpractice cases, accreditation standard, etc.
- iii. CSI shall provide full disclosure to SBBC regarding the medical credentialing process in general, or regarding a specific provider.

c. Vendor Management and Contracting

- i. CSI’s principal activities on behalf of SBBC shall include, but not be limited to credentialing, provider data management & reporting, contracting when applicable.
- ii. CSI shall provide SBBC with access (defined as a good faith and reasonable effort by core to recast existing arrangements) to all relevant (defined as any contract involving potential or actual SBBC expenditures) and favorable contracts available to CSI, including but not limited to; Clinicians, Hospital, ASC's, Labs, etc.
- iii. CSI shall enter into contracts, on SBBC’s behalf, per SBBC request and approval.
- iv. CSI shall provide a dedicated contact regarding the management of vendor contract/agreements and approved vendor panel.

- v. CSI shall specifically provide “Procura” contract rates to SBBC for non SBBC CBM panel providers and non CSI contracted providers when below workers’ compensation fee schedule. CSI shall retain 25% of the savings below fee schedule and charge those fees to the individual claim files.
- vi. CSI shall provide full disclosure to SBBC regarding provider contracting.
- vii. CSI shall provide a Pharmacy Benefit Manager (PBM) prescription management system, with SBBC’s approval, which is oriented to allow injured workers’ ease in prescription procurement, utilization review and drug purchase discounts. CSI shall utilize the current SBBC PBM, Cypress Care /Optum, upon the onset of this contract and, along with SBBC staff, will determine if and when there is a better option to consider, while ensuring the integrity of the SBBC formulary.
- viii. The PBM shall provide quarterly stewardship reports to SBBC, based on current PBM reporting.
- ix. Associated strategic partners/vendors - SBBC shall have direct input and final approval on selection and arrangements with any entity to which SBBC has expenditures, including but not limited to: PBM, imaging, labs, DME, transportation, translation, MSA, defense counsel, independent adjusters, investigative/surveillance, field case management, Vocational Rehab.
- x. CSI shall agree to work collaboratively with these outside professionals.