

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019, 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

S1 MEDICAL, LLC
(hereinafter referred to as "S1 MEDICAL"),
whose principal place of business is
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

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

WHEREAS, SBBC and S1 MEDICAL are mutually committed to the successful integration of SBBC's self-administered core services and S1 MEDICAL's contracted services (Intake & triage; Claims System/Data; Medical Bill Review; Medical Credentialing; and Vendor Management) shall be 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 services, entering management programs, or contracting with third party administrators, make any such acquisitions through direct negotiations and contract pursuant to SBBC Policy 3320, Part V, Rule B.

WHEREAS, SBBC, through direct negotiation with S1 MEDICAL, wishes to enter into an agreement for select Workers' Compensation Third Party Administrator Services in conjunction with SBBC's 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, 2019** and conclude on **June 30, 2022**. The term of this Agreement may, by mutual agreement between SBBC and S1 MEDICAL be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from S1 MEDICAL, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Cost of Services.** Upon S1 MEDICAL's submission of an appropriate and proper invoice to SBBC for services it provided under the terms of this Agreement, SBBC shall pay S1 MEDICAL the monthly amounts outlined below:

July 1, 2019 through June 30, 2020 - \$157,500 per month
July 1, 2020 through June 30, 2021 - \$120,000 per month
July 1, 2021 through June 30, 2022 - \$120,000 per month

The cost of services for the renewable periods as stated in Section 2.01 of this Agreement will be separately negotiated.

2.03 **Billing and Payment Terms.** SBBC shall make all payments on the 1st business day of each month beginning on the same month as commencement date. When making payments, SBBC shall pay via ACH, documenting the month & year in which the payment is intended, within the comment section of the transaction. Payments to S1 MEDICAL shall be delivered via ACH to the following banking instructions:

S1 Medical shall provide its account information to SBBC upon execution of this agreement.

Payments received by S1 MEDICAL more than thirty (30) days from the first day of billing month shall bear a service fee of 2% per annum (in the event a 2% service fee is not permitted by law, it shall be reduced to the maximum amount permitted by law). In the event that S1 MEDICAL pursues legal action to recover any past due or overdue payments from SBBC, SBBC shall be responsible for any and all costs incurred by S1 MEDICAL in connection with such activity, including, but not limited to, costs for reasonable attorney fees and court costs.

2.04 **S1 MEDICAL's Service Deliverables.** S1 MEDICAL shall provide Workers' Compensation Services specified in **Attachment A - S1 MEDICAL's Service Deliverables**.

2.05 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should S1 MEDICAL (or subcontractor) come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 SBBC Disclosure of Employee Records.

(a) SBBC shall provide and/or enable access to S1 Medical (or subcontractor) for the records listed in this section for the purposes of uploading and providing storage of employee records for workers' compensation claim handling purposes, in the electronic claim file/system (CompSuite by Sapiens). This includes S1 Medical staff receiving, scanning and uploading documents into the CompSuite system, as well as historical claim information (financials, claim notes, prior medical records, etc.) in CompSuite.

(b) SBBC shall provide and/or enable access to S1 MEDICAL the following employee records: Workers' compensation relevant information including but not limited to: employment history with SBBC; salary information; attendance and leave records; job descriptions; medical records; etc.

(c) Limited S1 Medical staff (triage nurses, medical bill reviewers, and technology support) will have access to CompSuite for their specific function.

1. S1 Medical triage staff will have access to CompSuite to initiate a new claim and enter employee demographics. Triage staff will have access to historical claim information also.
2. S1 Medical document management & imaging staff will receive hardcopy and electronic mail to upload into CompSuite.
3. S1 Medical Administration and IT will have access to CompSuite for technical support and quality assurance

(d) CompSuite access will require a password and only be available on a computer in the SBBC network or S1 Medical office connected to a Virtual Private Network (VPN).

(e) SBBC shall provide the records listed in this section to S1 MEDICAL without prior written employee consent, pursuant to Federal Regulation, Disclosures for Workers' Compensation Purposes [45 CFR 164.512(l)].

2.07 Third Party Providers

(a) SBBC workers' compensation third party providers (physicians, therapists, etc.) will be disclosing (via email, hardcopy, etc.) relevant medical records to S1 Medical to be uploaded into the CompSuite electronic claims system. These third party providers are only sending their own records to S1 Medical and will not have access to CompSuite. Once these records are input into the S1 Medical database, they are considered SBBC employee records.

(b) SBBC does not maintain contracts with these providers. Third party providers are either paid in accordance with the Florida Workers' Compensation Health Care Provider Reimbursement Manual or through a letter of agreement between provider and S1 Medical (on behalf of SBBC).

(c) Additionally, non-workers' compensation providers may also be disclosed SBBC employee medical records to S1 Medical if relevant to their workers' compensation claim through Federal Regulation listed below.

2.08 **Safeguarding confidential employee records.** Notwithstanding any provision to the contrary within this Agreement, S1 MEDICAL shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records, which includes records disclosed by SBBC as well as Third Party Providers;
- (b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;
- (c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;
- (d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;
- (e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- (f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so as a result of unauthorized disclosure of SBBC employee records by S1 MEDICAL, and
- (g) be responsible for any fines or penalties for failure to meet such notice requirements of sub-section (f) above pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.09 **Subcontractors.** Should S1 Medical enter into a subcontract with a Subcontractor(s) to fulfill its responsibilities of implementing the services under this Agreement, then S1 Medical shall:

- (a) Give each Subcontractor solely the specific SBBC employee record(s) that the Subcontractor is subcontracted to service.
- (b) Add the following provisions to the subcontract Agreement between S1 Medical and the Subcontractor(s):

[insert name of Subcontractor] Safeguarding Confidential Employee Records.

Notwithstanding any provision to the contrary within this Agreement, [insert name of Subcontractor] shall:

- 1. fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records, which includes records disclosed by SBBC as well as Third Party Providers;

2. hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;
3. only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;
4. protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,
5. notify S1 Medical immediately upon discovery of a breach of confidentiality of employee records by telephone at 484.880.4018 (Matt Pitts, Executive Vice President) and email at mpitts@s1-medical.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
6. prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse any direct costs incurred by S1 Medical or SBBC for doing so as a result of unauthorized disclosure of SBBC employee records by [insert name of subcontractor]; and
7. be responsible for any fines or penalties for failure to meet such notice requirements of sub-section (5) above pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

- (c) Provide SBBC with a copy of signed addendums outlining provisions of 2.09 (b) of same subcontract agreement(s).

2.10 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 authorization 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 and oversight of the medical aspects of the program, including all provider training relative to CBM principles;

(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/Carrier Role** - SBBC shall continue its role as a "fully engaged" being active and influential in the collaboration with S1 MEDICAL regarding the design, oversight and management of the select services provided by S1 MEDICAL.

2.11 **Inspection of S1 MEDICAL's Records by SBBC.** S1 MEDICAL 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 S1 MEDICAL's applicable 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 the applicable business records of S1 MEDICAL directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **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 S1 MEDICAL's applicable 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 scheduled final payment by SBBC to S1 MEDICAL pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide S1 MEDICAL reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to S1 MEDICAL'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.

(d) **Failure to Permit Inspection.** Failure by S1 MEDICAL 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 SBBC to delay payment of some or all of any S1 MEDICAL's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by S1 MEDICAL in excess of two percent (2%) of the total billings under this Agreement, provided that either the results of such audit are not in dispute between the parties hereto or any such dispute is resolved in favor of SBBC with overcharges or unauthorized charges in excess of 2% of total billings, the actual out-of-pocket cost of SBBC's audit shall be paid by S1 MEDICAL. If the audit discloses billings or charges to which S1 MEDICAL is not contractually entitled, S1 MEDICAL shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless S1 Medical disputes the results of such audit. In the event of any such dispute, the parties will engage in good faith discussions to resolve such dispute and either party may file a legal action to resolve such dispute in accordance with Section 3.08.

(f) **Inspection of Subcontractor's Records.** If applicable, S1 MEDICAL shall require any and all subcontractors, (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 S1 MEDICAL to include such requirements in any subcontract

shall constitute grounds for termination of this Agreement by SBBC for cause and, unless SBBC is otherwise permitted to conduct an audit as contemplated under this section by a Payee, shall be grounds for the exclusion of some or all of such Payee's costs from amounts payable by SBBC to S1 MEDICAL pursuant to this Agreement and such excluded costs shall become the liability of S1 MEDICAL.

(g) Inspector General Audits. S1 MEDICAL 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.

2.12 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 33301
To S1 MEDICAL:	Matthew Pitts S1 Medical, Inc. 225 Wilmington West Chester Pike, Suite 200 Chadds Ford, Pennsylvania 19317
With a Copy to:	Michael Fox S1 Medical, Inc. 225 Wilmington West Chester Pike, Suite 200 Chadds Ford, Pennsylvania 19317

2.13 Background Screening. S1 MEDICAL shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468 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 S1 MEDICAL or its personnel providing any services under the conditions described in the previous sentence. S1 MEDICAL 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 S1 MEDICAL and its personnel. The parties agree that the failure of S1 MEDICAL 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. S1

MEDICAL 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 S1 MEDICAL's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.14 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. S1 MEDICAL shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, S1 MEDICAL shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. S1 MEDICAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if S1 MEDICAL does not transfer the public records to SBBC. Upon completion of the Agreement, S1 MEDICAL shall transfer, at no cost, to SBBC all public records in possession of S1 MEDICAL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If S1 MEDICAL transfers all public records to SBBC upon completion of the Agreement, S1 MEDICAL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If S1 MEDICAL keeps and maintains public records upon completion of the Agreement, S1 MEDICAL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.15 **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. SBBC agrees to indemnify, hold harmless and defend S1 MEDICAL, its agents, servants and employees from any and all claims, damages, liabilities, losses, fines, penalties, proceedings, suits, judgments, deficiencies, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums (collectively, "Losses") which S1 MEDICAL, its agents, servants and employees actually sustained, suffered or incurred arising out of or in connection with

1. any material breach by SBBC of this Agreement that remains uncured after the expiration of any applicable cure period;
2. any act or omission of SBBC or its employees related to the use of the Third Party Software or Hosting Services, including, without limitation, permitting use thereof by more than 40 concurrent users of the Sapiens Software or by more than the maximum number of permitted users of any other Third Party Software, failure to comply with laws related thereto, reverse engineering, decompiling, disassembling or modifying the Third Party Software, failing to maintain password protection and data security, and failing to comply with any and all Sapiens policies and procedures or the policies and procedures or any other licensor of Third Party Software communicated to SBBC from time to time; and
3. the failure of SBBC to timely provide S1 MEDICAL with any and all records and information regarding its employees necessary in connection with the Services to be performed by S1 MEDICAL under this Agreement or the failure of any such information provided to be true, accurate and complete; provided, however, in no event shall S1 MEDICAL be entitled to be indemnified, defended, or held harmless to the extent such Losses arise from S1 MEDICAL'S negligence or intentional misconduct.

(b) By S1 MEDICAL: S1 MEDICAL agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all Losses actually sustained, suffered or incurred arising out of or in connection with (i) any material breach by S1 MEDICAL of this Agreement that remains uncured after the expiration of any applicable cure period; or (ii) the negligence of S1 MEDICAL or the negligence of S1 MEDICAL'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 S1 MEDICAL, SBBC or otherwise; provided, however, in no event shall SBBC be entitled to be indemnified, defended or held harmless to the extent such Losses arise from SBBC's negligence or intentional misconduct.

(c) NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIMITATIONS IN THIS SECTION 2.12(c) SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES ARE PAYABLE TO A THIRD PARTY IN RESPECT OF A THIRD PARTY CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ASSERTED BY SAPIENS.

(d) S1 MEDICAL'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SBBC TO S1 MEDICAL UNDER THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 2.12(d) SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES ARE PAYABLE TO A THIRD PARTY IN RESPECT OF A THIRD PARTY CLAIM.

2.16 **Insurance Requirements.** S1 MEDICAL shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** S1 MEDICAL shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Technology Errors & Omissions.** S1 MEDICAL shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** S1 MEDICAL shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the laws of the states where S1 MEDICAL personnel work, which includes the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** S1 MEDICAL shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by S1 MEDICAL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit S1 MEDICAL to remedy any deficiencies. S1 MEDICAL must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** S1 MEDICAL is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.17 **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.

2.18 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body, provided that this sentence shall not relieve SBBC of any of its obligations (i) to pay S1 MEDICAL any amounts due for Services rendered prior to termination of this Agreement or (ii) arising under any provisions intended to survive the termination of this Agreement. 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, provided that SBBC shall notify the other party in writing not less than thirty (30) days before such termination shall take effect. 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.

2.19 **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. Any such excess funds shall be refunded to SBBC

2.20 **Third Party Software.** The parties acknowledge that the CompSuite software operated by Sapiens is a third party software licensed to S1 MEDICAL, S1 MEDICAL makes no representations or warranties to SBBC with respect to the CompSuite Software. Notwithstanding anything to the contrary in this Agreement, S1 MEDICAL shall have no liability to SBBC for any failure of S1 MEDICAL to deliver Services under this Agreement to the extent such failure arises from any breach by Sapiens, provided that S1 MEDICAL shall use commercially reasonable efforts to assert any remedies available to S1 MEDICAL.

2.21 **Incorporation by Reference.** Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 Agreement.

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 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon one hundred eight (180) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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. SBBC recognizes that costs associated with implementation have been allocated across the initial three year term. Termination made by SBBC within the first two years of this agreement will result in an early termination fee that will be assessed based on the costs accumulated from implementation activity against the collected invoiced amounts.

3.06 **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.

3.07 **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.

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **Assignment.** Neither this Agreement nor 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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Reason: S1 Med LLC
2019
Date: 2019.04.16
11:18:45 -04'00'

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

FOR S1 MEDICAL:

(Corporate Seal)

S1 MEDICAL, LLC

ATTEST:

By Matt Pitts

Print Name: Matt Pitts

Title: EVP

_____, Secretary

-or-

Juan Z. Ruiz

Witness

Eleanor Lynn Wilkins

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 FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 12th day of April, 2019 by Matthew Pitts of

Name of Person

S1 Medical, LLC, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced Pennsylvania Driver's License as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 05-17-2022

Eleanor Lynn Wilkins
Signature – Notary Public

Eleanor Lynn Wilkins
Printed Name of Notary

66181078
Notary's Commission No.

(SEAL)



ATTACHMENT A

S1 MEDICAL's Service Deliverables

1. Administrative Services

SBBC agrees that in this Scope of Services, S1 MEDICAL is not acting as SBBC's Third Party Administrator (TPA), as SBBC is a Self-Administered Workers' Compensation Program. S1 MEDICAL will provide the assistance and services outlined below on SBBC's behalf:

a. Compliance

- i. S1 MEDICAL 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 Electronic Data Interchange (EDI) with the Division of Workers' Compensation.
- ii. S1 MEDICAL 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 S1 MEDICAL. This excludes penalties, fines, or assessments in association due to SBBC staff's claims management errors.
- iii. In accordance with state mandated time frames, S1 MEDICAL shall prepare, maintain, and file on SBBC's behalf any statistical information required by Workers' Compensation Rating Bureaus or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications (e.g. SI-17report).
- iv. S1 MEDICAL shall provide any materials (documents, bills, reports, etc.) to SBBC that are requested for any audit (state, excess, etc.)
- v. In accordance with mandated time frames, S1 MEDICAL 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 Florida Division of Workers' Compensation (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.
- vi. S1 MEDICAL 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"x 11" and in color.

- vii. S1 MEDICAL 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 magnets per request. S1 MEDICAL shall prepare, maintain, and file statistical or other records and reports as required by SBBC's excess worker's compensation insurers.
- viii. SBBC shall have all right, title, interest, and ownership to all loss statistics, data, and claim files regarding SBBC current and historic claims (electronic and hardcopy files). Further, at the sole option of SBBC and upon thirty (30) days written notice, S1 MEDICAL shall return such files to SBBC.
- ix. At the termination of the contract, at the sole expense of S1 MEDICAL, S1 MEDICAL 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. S1 MEDICAL shall provide a designated Account Manager responsible for oversight and governance of all services provided by S1 MEDICAL. The S1 MEDICAL 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 process.
 - c) Liaison between designated lead contacts for each service provided by S1 MEDICAL
- ii. S1 MEDICAL shall also provide a designated contact for each service, to serve as a backup to the account manager, if unavailable. S1 MEDICAL shall provide contact information including office and cell phone numbers, email address, and office location(s).
- iii. S1 MEDICAL 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 S1 MEDICAL 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 S1 MEDICAL provides adequate staffing of each service.

c. Training and Continuous Improvement

- i. S1 MEDICAL 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, EDI, bill review/bill payment, credentialing updates, etc. as mutually agreed.
- ii. S1 MEDICAL 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.

d. Operations/Workflow

- i. S1 MEDICAL 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. S1 MEDICAL shall work collaboratively with SBBC's workers' compensation staff and consultants, to initiate program changes and enhancements as requested by SBBC. SBBC acknowledges that this is a fixed rate Agreement, and that material changes that alter the agreed upon contract terms of this Agreement and/or alter the nature of service delivery as intended in this Agreement shall be mutually discussed and mutually agreed upon.
- ii. S1 MEDICAL 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.
- iii. S1 MEDICAL 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, incoming document/fax workflow, etc.). Revisions shall require SBBC approval and shall be provided to SBBC prior to the time of the effective change.
- iv. S1 MEDICAL shall provide a mail room to receive hardcopy mail with a designated SBBC P.O. Box, toll-free fax number, and an email address (currently: broward@ahcasualty.com) to receive all relevant SBBC documents, including, but not limited to: invoices/bills, legal correspondence, medical records, medical releases, etc.
- v. S1 MEDICAL shall receive and process medical documents in a designated medical email or inbox. Incoming medical documents shall be scanned, labeled with SBBC approved naming convention and entered into the claims system with an email or electronic notification to the assigned SBBC nurse within 20 minutes of receipt.

- vi. S1 MEDICAL shall receive all other non-medical documents via hard copy mail or email in a non-medical inbox and shall be scanned and entered into the claims system within 1 business day of receipt.
- vii. S1 MEDICAL shall retain all hardcopy documents (medical and non-medical) for 30 days prior to shredding. Shredding of documents should comply with Private Health Information (PHI) standards to render the documents "unreadable, indecipherable, and otherwise unable to be reconstructed".
- v. S1 MEDICAL will provide a weekly report to measure the time between when documents (hard copy and email) are received to when they are imaged and uploaded to CompSuite.
- vi. S1 MEDICAL shall prepare an emergency preparedness /contingency plan for all services S1 MEDICAL provides to SBBC, for approval by SBBC, for ensuring that in the event of an emergency (hurricane, flood, etc.), S1 MEDICAL will continue to provide services to SBBC including but not limited to: intake & triage, document/fax processing, claims system, bill payment, EDI, CMS, etc.

e. Miscellaneous

- i. S1 MEDICAL agrees to provide SBBC access to program/workflow enhancements developed by S1 MEDICAL, at the sole discretion of SBBC. Terms of those program/workflow enhancements will be mutually agreed upon before activation.
- ii. In the event SBBC chooses to remove one or more of the services S1 MEDICAL is responsible for, per this contract, in order to provide the service(s) directly by SBBC, S1 MEDICAL shall provide SBBC a breakdown of service fees for all services provided in order to allow SBBC and S1 MEDICAL to negotiate and amend this contract appropriately.
- iii. S1 MEDICAL shall provide SBBC a breakdown of service fees for all services provided in this contract (e.g. triage and intake, claims system, etc.).
- iv. Where possible at the onset of this contract, S1 MEDICAL shall retain all current aspects of the prior SBBC select services contract/program including but not limited to: triage phone number, vendors, operations, etc. S1 MEDICAL shall provide SBBC written notification, and receive SBBC approval, for any modification to current services or implementation of a new service.

2. Systems/Data

a. Comprehensive Claims Systems (CompSuite by Sapiens, ISO Search, WorkComp EDI, and ODG.)

- i. S1 MEDICAL attests that it shall provide to SBBC access to comprehensive claims system capabilities that comply with applicable statutory and regulatory requirements (e.g. direct EDI filing) and that comprise and support all activities necessary to manage SBBC workers' compensation claims.
- ii. S1 MEDICAL shall provide the most current version of CompSuite (to the extent made available by Sapiens) with, at minimum, all current SBBC: options, functioning, accessibility, and reporting, throughout the contract period. Only under a mutually agreed upon decision between S1 MEDICAL and SBBC would the claims system change other than necessary system updates made by Sapiens. SBBC acknowledges that system update releases are made available by Sapiens, but require SBBC approval for deployment.
- iii. S1 MEDICAL shall provide their additional systems and reporting mechanisms including but not limited to: Business Objects/Web Intelligence, to provide SBBC with all current and requested data/reports.
- iv. S1 MEDICAL shall specifically provide a data field in CompSuite and other reporting tools for individual providers "medical license number" (e.g. ME#, PT#, etc.), as the SBBC program selects individual doctors, physical therapists, etc. for the SBBC panel.
- v. S1 MEDICAL shall provide data field to identify individual defense and claimant attorneys by name, in addition to the law firm they represent.
- vi. S1 MEDICAL shall make available all systems necessary to fulfill contract requirements in a secure environment that also allows for remote access. If necessary, S1 MEDICAL will establish and maintain a Virtual Protocol/Private Network (VPN) data line or other secure alternative to connect to S1 MEDICAL's CompSuite and other systems. S1 MEDICAL shall provide direct contact and backup for VPN and/or remote access support in that instance.
- vii. S1 MEDICAL shall provide a maximum of 40 remote logins (including S1 MEDICAL triage, document/imaging, and technical staff) to CompSuite to SBBC with full user functionality (not administrative rights) and four "read only" logins for internal and external audit purposes.

- viii. If available, S1 MEDICAL shall provide SBBC a "read only access" system for all SBBC WC staff and as mutually deemed reasonably appropriate for non-WC Department users/vendors (internal or external audit or review, etc.)
- ix. S1 MEDICAL shall facilitate all technical & operational support, training, hosting, direct and remote access remote logins VPN if needed, back up and contingency capabilities, data management, reporting support and other assistance as required to ensure optimal functionality. While S1 MEDICAL is responsible for coordination, Sapiens will directly support, train and host the CompSuite system, which includes on-going helpdesk support.
- x. S1 MEDICAL 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. S1 MEDICAL 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
- xi. S1 MEDICAL shall assist in the development of an interface or periodic data upload between SBBC's Human Resources Information System (currently SAP) and CompSuite and or other S1 MEDICAL systems with to enable functionality including but not limited to: auto upload of injured employee demographic information; salary information; attendance records; and the development of an electronic notice of injury. This request is an example of configurations/training/modifications/enhancements as referred to in 2. xvi. below.
- xii. S1 MEDICAL will evaluate and make best efforts to make modifications/enhancements to CompSuite and other S1 MEDICAL systems (e.g. Business Objects), 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 configuration/trainings/modifications/enhancements that S1 MEDICAL is capable of performing without the involvement of Sapiens, or has been budgeted within the existing fee structure. The following modifications/enhancements shall be considered necessary

functionality during implementation blueprint phase.:

- 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.
 - e) Integrated Reserve Worksheet
 - f) Location hierarchy consistent with SBBC organizational structure
 - g) SBBC automated templates for common forms and letters to include current list of SBBC forms and any additional requests made by SBBC (e.g. Denials, MMI, etc.)
 - h) Claim Reassignments
 - i) Data Validity (S1 MEDICAL data entries, reporting, e t c.)
 - j) Financial tracking of excess insurance reimbursements in CompSuite
 - k) Automated repricing/reduction of payments based on current and future subrogation agreements on individual claim files.
- xiii. S1 MEDICAL shall provide appropriate access for SBBC adjusters and supervisors (10 users) Insurance Services Office (ISO) search services to include initial nationwide ISO inquiry at the onset of the claim as well as automated notification to adjuster/file of any subsequent reports/hits meeting ISO criteria. S1 MEDICAL shall provide Official Disability Guidelines (ODG) license to provide access to SBBC nurse case managers and supervisors (10 users).
- xiv. In the event, S1 MEDICAL, is not capable of completing an SBBC requested modification/enhancement and requires new programming by Sapiens, S1 MEDICAL shall provide an estimate of hours and cost by Sapiens, for SBBC approval, before commencing work on such modifications/enhancements.
- xv. The fee structure of this agreement has included within it budgeting that allows for incurred costs of CompSuite system initial configuration/training/modifications/enhancements and customization equal to:
- Year 1: \$300,000
 - Year 2: \$50,000
 - Year 3: \$50,000
 - Additional renewal years will include \$50,000 annual configuration/modifications/enhancements budget.

- xvi. SBBC & S1 MEDICAL shall work collaboratively to continuously maintain a priority list of both wants and needs related to CompSuite functionality/capability. All configurations/modifications/enhancements work addressing requests that are not included in the base model of CompSuite will incur cost charged by Sapiens which will be managed against the budget listed here in this clause. In the event that Sapiens costs incurred are less than budget schedule listed above, S1 MEDICAL will apply those unused fees to other accrued costs associated with this agreement. (example includes PPO network or negotiated medical fees)

b. Data/Reporting

- i. S1 MEDICAL shall provide SBBC all S1 MEDICAL reporting systems (e.g. Web Intelligence/Business Objects) to produce already established SBBC report catalog to allow SBBC staff to run ad hoc or scheduled/automated reports. S1 MEDICAL shall maintain and improve reporting procedures which are compatible with the organizational needs of SBBC.
- ii. S1 MEDICAL shall provide SBBC all relevant medical reports to be run by an individual's medical license (physician, physical therapist, etc.) to obtain data specific to the individual provider, rather than a shared office, clinic with the same Federal Employer Identification Number or Tax ID.
- iii. S1 MEDICAL 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, S1 MEDICAL service performance (payment lag, image que lag, etc.)
- iv. Unless otherwise specified by SBBC, S1 MEDICAL shall provide all annual reports based on a Fiscal Year (July 1st through June 30th)
- v. S1 MEDICAL shall provide a monthly report (within 10 days of prior month's end) comprised of individual initial employee 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 S1 MEDICAL on behalf of SBBC, in a format designed by SBBC and summarize the findings in a formal semiannual report to SBBC.
- vi. S1 MEDICAL shall provide training on Sapiens's enhanced CompSuite application and related system components (Business Objects/Web Intelligence, etc.) to those SBBC employees, staff and consultants, directly or indirectly associated with the WC program.

- vii. S1 MEDICAL shall provide SBBC with back-end, table/view-level access to a SBBC specific consolidated data repository for ad hoc reporting, analysis, and analytics using business objects/web intelligence, power bi, or other business information tool.
- viii. S1 MEDICAL shall provide all EDI functionality for state reporting through CompSuite for ALL claim years. S1 MEDICAL shall transition all EDI data from prior claim years from workerscomp.net/Mitchell Regulatory Reporting to CompSuite within 90 days of the contract start date. S1 MEDICAL shall provide appropriate licensing to allow access to workcomp.net (Mitchell Regulatory Reporting) for all SBBC adjusters and supervisors (10 users) until the transfer is completed to CompSuite and appropriately tested.
- ix. S1 MEDICAL shall incur any EDI penalties associated with the transfer of prior claim years that are clearly not an error of SBBC claims staff to the extent resulting from breach of its obligations hereunder or its negligence. S1 MEDICAL shall also incur any EDI penalties related to errors in current transfers from CompSuite to the extent resulting from breach of its obligations hereunder or its negligence
- x. S1 MEDICAL shall provide a designated EDI contact, and backup contact.
- xi. S1 MEDICAL shall be responsible for following all CMS rules and regulations. S1 MEDICAL shall be responsible for penalties and interest for data delivery for CMS reporting.
- xii. S1 MEDICAL shall provide a designated CMS contact, and backup contact.
- xiii. S1 MEDICAL shall provide a contingency plan, with SBBC approval, for SBBC access to CompSuite and other S1 MEDICAL systems in the event of an emergency requiring a S1 MEDICAL or SBBC office closing.
- xiv. S1 MEDICAL shall provide SBBC with a claim system/data backup plan outlining how frequent and where SBBC data is backed up. S1 MEDICAL shall show that all current SBBC data exists in at least 2 separate locations/cities, in order to remain intact in the event of an emergency or natural disaster.

3. Triage & Intake

- a. S1 MEDICAL shall provide 24 hour, 7 days a week, 365 days (24/7/365) telephonic injury reporting and intake capabilities. S1 MEDICAL shall provide an internet reporting option, only as a contingency, with SBBC approval. S1 MEDICAL shall provide a plan/scope of work outlining how S1 MEDICAL will support the on-call registered nurse coverage/triage of all after hour's reports of injury. S1 MEDICAL will provide emergency contingency plan regarding reporting claims.
- b. S1 MEDICAL shall appropriately staff (S1 MEDICAL or SBBC approved subcontracted employees) an exclusive 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. SBBC shall provide offices space for the six S1 MEDICAL staff exclusive to SBBC.

- c. S1 MEDICAL may utilize an SBBC approved subcontractor (e.g. QRM on-call triage claims intake service) to receive triage calls for after hours and backup of triage nurses during peak business hours. S1 MEDICAL must have SBBC approval prior to forwarding phones to the approved subcontractor.
- d. S1 MEDICAL 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 - 5:30 pm (Eastern Time).
- e. S1 MEDICAL shall secure and maintain the current dedicated 800 number (800-374-4810) from the current third party administrator. If requested by SBBC, S1 MEDICAL shall provide an additional triage line with a 754/954 area code for employees. 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. S1 MEDICAL shall provide a menu for the dedicated 800 number to identify calls that should be routed as: 1) a new report of injury (routed to a triage nurse) and 2) a billing question (routed to a billing specialist).
- g. S1 MEDICAL shall prepare and adhere to an intake & triage workflow and procedure approved by SBBC for all (inbound/outbound) call activity. S1 MEDICAL agrees to evaluate call management and reporting options 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.
- h. S1 MEDICAL 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. Receipt of completion of first notice of injury (Florida DWC-1)
 - iv. Workflow map (through completion of claim entry in CompSuite)
- i. S1 MEDICAL shall provide a contingency plan, with SBBC approval, for intake & triage services in case of an office shutdown due to an emergency.

- j. S1 MEDICAL 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.
- k. While SBBC will provide office space, computers, and phones for the Triage staff, It shall be the responsibility of S1 MEDICAL to provide any additional equipment (additional phone module for reporting, printers, headsets, etc.) to support the intake & triage unit.
- l. As the intake & triage unit are exclusively dedicated to SBBC, S1 MEDICAL shall support, at the discretion of SBBC, to direct, as needed, projects/assignments during periods of lower call frequency/volume, including but not limited to processing incoming medical faxes, scheduling appointments, inputting employment info into CompSuite.
- m. SBBC shall determine the scheduled work days and staggered daily schedule for S1 MEDICAL 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.
- n. S1 MEDICAL 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 (7:30 am - 5:30 pm) and early morning the next business day for on-call (evening and weekend) phone calls received.
- o. S1 MEDICAL shall provide mobile text messaging capability to SBBC to provide injured employees with the date, time, and location of their initial medical visit from triage unit, as well as, SBBC staff for follow up appointments. S1 MEDICAL shall provide monthly and ad hoc reports containing all texts sent to SBBC employees, when requested by SBBC.
- p. S1 MEDICAL shall be responsible for creating an Injured Employee Booklet (approximately 3,500 per year), which shall be approved by SBBC, prior to printing. S1 MEDICAL shall be responsible for printing (2 sided and 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.). S1 MEDICAL 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.).
- q. S1 MEDICAL shall be responsible for mailing employee handbooks within one business day of receiving the claim 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).

- r. S1 MEDICAL shall document confirmation that the booklet was sent and delivery confirmation from S1 MEDICAL to the injured employee in the electronic claim file in CompSuite (iDart note).
- s. 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 S1 MEDICAL.

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

a. Medical Bill Review

- i. S1 MEDICAL shall provide a medical bill review system that is fully integrated with adjusting and medical case management electronically, in real time, in accordance with Florida WC Medical Reimbursement Schedule.
- ii. S1 MEDICAL shall promptly review all medical/surgical bills (in and out of network) for accuracy including, but not limited to:
 - a) Duplicate billings
 - b) Unbundling of charges
 - c) Corrective Coding Initiative (CCI) edits
 - d) Approval and appropriate precertification
- iii. S1 MEDICAL 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. S1 MEDICAL shall provide a designated Medical Bill Review/Audit/Utilization contact/expert (registered nurse or experience approved by SBBC) who will maintain SBBC as their priority and primary responsibility
- ii. S1 MEDICAL shall audit high cost in-network and out-of-network bills which include:
 - a) Hospital
 - b) Ambulatory Surgical Center (ASC)
 - c) All bills exceeding \$2,500
- iii. S1 MEDICAL shall provide a detailed medical audit report outlining the financial impact/savings of each claim reviewed per the criteria above. This report should be in excel format and completed by the 15th day of the following month.

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 S1 MEDICAL, including but not limited to; Hospital, ASC's, Labs, etc.
- ii. S1 MEDICAL shall reprice CBM panel clinicians in accordance to SBBC's current CBM reimbursement schedule. SBBC will provide S1 MEDICAL with any changes to CBM reimbursement schedule in writing with an effective date.
- iii. S1 MEDICAL shall provide a medical provider network to obtain discounted contract or negotiated rates to SBBC for non SBBC CBM panel providers and for providers that have not already been directly contracted with by SBBC when pricing available below workers' compensation fee schedule. S1 MEDICAL shall retain 20% of the savings below fee schedule and charge those fees to the individual SBBC claim files. S1 MEDICAL will provide SBBC a quarterly "S1 discounted" bill report for SBBC approval, prior to entering individual savings fee invoices (per claim) to the claim file. SBBC will pay these individual savings fees from the claim file quarterly.
- iv. SBBC will not be subject to any savings fee on new or existing fee agreements made with providers directly by SBBC. S1 MEDICAL agrees to support requests by SBBC associated to supporting their direct provider agreement efforts.
- v. S1 MEDICAL shall perform any necessary code reviews, software updates, etc. to remain current with the Florida WC Medical Reimbursement Schedule.

d. Bill Payment

- i. S1 MEDICAL shall provide a dedicated bill payment contact, responsible for all bill payment services.
- ii. S1 MEDICAL shall provide a "manned" telephonic support line for billing inquiries to support both the employee and clinician reimbursement questions during normal business hours, as a menu option of injury reporting line.
- iii. S1 MEDICAL 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, within the Division of Workers' Compensation's guidelines.

- iv. SBBC staff shall be responsible for authorizing all claim payments, while S1 MEDICAL shall process all payments, after SBBC authorization including check issuance (printing and postage) within 1 business days of SBBC adjuster approval.
- v. S1 MEDICAL 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. SBBC shall identify and notify S1 MEDICAL of any existing and future subrogation agreements. S1 MEDICAL shall enter specific percentage reduction on individual claims into CompSuite so all future bills are automatically adjusted/repriced based on the specific subrogation agreement.
- vii. S1 MEDICAL will provide a quarterly and ad hoc reports to SBBC Claims Manager of all payments made on all files with a subrogation adjustment in CompSuite illustrating the total bill and appropriate percentage reduced.
- viii. S1 MEDICAL 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.
- ix. S1 MEDICAL shall print (on S1 MEDICAL checks including identification of SBBC workers' compensation Unit) and mail (paid postage) all SBBC payments.
- x. S1 MEDICAL shall include Florida Division of Workers' Compensation fraud statement on the back of all SBBC checks.
- xi. S1 MEDICAL shall, if available, and requested by SBBC, provide SBBC with functionality to receive electronic invoice/bill submission and/or electronic payment of bills.
- xii. S1 MEDICAL shall reimburse SBBC within 30 days of identification for errors due solely to S1 MEDICAL for any overpayments less than \$15,000 in the bill review process. S1 MEDICAL shall reimburse SBBC within 90 days of identification of the overpayment for errors solely due to S1 MEDICAL for any overpayments equal or greater than \$15,000 made in the bill review process.
- xiii. S1 MEDICAL shall provide notification to SBBC of any underpayment and or billing error to provider, as soon as identified by S1 MEDICAL and update SBBC through the resolution of the issue.

e. Banking Arrangement

- i. SBBC agrees to provide a banking arrangement for Loss and Expense Payments with S1 MEDICAL receiving signatory authority. SBBC has the sole obligation and responsibility for funding appropriate Loss and Expense Payments. It is expressly understood that S1 MEDICAL 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. S1 MEDICAL 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/SDF checks directly into SBBC direct account (not shared account with S1 MEDICAL).
 - e) Provide SBBC advance notification of the amount of funding needed for the Loss and Expense Payments.

5. Medical Network & Credentialing, Vendor Management and Contracting

a. Clinician/Medical Panel

- i. S1 MEDICAL 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. S1 MEDICAL shall provide SBBC access to a provider network that contains appropriate providers. SBBC is interested in working with S1 MEDICAL 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.

- ii. S1 MEDICAL shall provide and update a Geo Access/mapping capability tool for Vendor Management with availability and access for triage and all SBBC staff.
- iii. S1 MEDICAL shall provide SBBC access to S1 MEDICAL Chief Medical Officer/Director or like title as a resource to SBBC for the following services, including but not limited to: credentialing expert, clinical resource, provider relations, and network contracting, "peer to peer" discussions.
- iv. S1 MEDICAL shall provide SBBC with a designated medical/clinician panel contact responsible for the management of the SBBC clinical panel and agreements.
- v. S1 MEDICAL shall maintain an electronic repository with current Letters of Agreement (LOA) for all CBM panel providers. Each LOA must be updated bi-annually.
- vi. S1 MEDICAL shall update claims/billing system to ensure accurate CBM panel reimbursement rates, if modified by SBBC.

b. Medical Credentialing

- i. S1 MEDICAL shall provide dedicated contact to oversee medical credentialing and new clinician panel appointments. This contact should be a credentialing expert with experience in reviewing provider sanctions or malpractice cases.
- ii. S1 MEDICAL shall provide medical review/credentialing of any new SBBC providers or current providers, at SBBC's request. S1 MEDICAL 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, sanctions, accreditation standards, etc.
- iii. S1 MEDICAL shall provide full disclosure to SBBC regarding the medical credentialing process in general, or regarding a specific provider.

c. Vendor Management and Contracting

- i. S1 MEDICAL's principal activities on behalf of SBBC shall include, but not be limited to credentialing, provider data management & reporting, contracting when applicable.

- ii. S1 MEDICAL 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 S1 MEDICAL, including but not limited to; Clinicians, Hospital, ASC's, Labs, etc.
- iii. S1 MEDICAL shall only enter into agreements and/or contracts, on SBBC's behalf, per SBBC request and approval.
- iv. S1 MEDICAL shall provide a dedicated contact regarding the management of vendor contract/agreements and approved vendor panel.
- v. S1 MEDICAL shall provide an updated vendor report including all approved vendors to the SBBC account, whenever a vendor is added or removed. This report shall be provided to SBBC on a quarterly basis, at minimum.
- vi. S1 MEDICAL shall provide full disclosure to SBBC regarding provider contracting.
- vii. S1 MEDICAL 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/rebates. S1 MEDICAL shall utilize the current SBBC PBM, Cypress Care /Optum, upon the onset of this contract. Vendor and SBBC may determine if and when to change to a new PBM if 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. SBBC shall have direct input and final approval on selection and arrangements with any vendor/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. S1 MEDICAL shall agree to work collaboratively with the SBBC approved providers/vendors in order to provide all services in this contract.