

FIRST AMENDMENT TO  
AGREEMENT

Between

BROWARD COUNTY

and

USIS, INC. d/b/a AMERISYS

for

WORKERS' COMPENSATION MEDICAL COST CONTAINMENT AND CASE  
MANAGEMENT SERVICES

RLI# R0944901R2

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RLI# R0944901R2

This is the First Amendment to Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

USIS, INC. d/b/a AMERISYS, a Florida corporation, hereinafter referred to as "AMERISYS;" collectively referred to as the "PARTIES."

WHEREAS, the Parties entered into an Agreement dated June 11, 2013, ("Agreement") which provided a three (3) year term and gave the County, by and through the Director of Purchasing, the option to renew the Agreement for two (2) additional one (1) year terms; and

WHEREAS, the County, by and through its Director of Purchasing, will exercise the first one-year option prior to the expiration date of the Agreement on June 30, 2016; and

WHEREAS, the Parties desire to amend the Agreement to include web-based reporting and the use of an App for reporting in the Scope of Services (Exhibit "A"); and to change the pricing and description of Triage services in the Price Structure (Exhibit "C"); and

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties.
2. The Agreement shall remain in full force and effect except as specifically amended herein. In case of a perceived conflict between the terms of the Agreement and this First Amendment, the terms of the First Amendment shall govern.
3. This First Amendment shall be effective upon proper execution by all parties hereto.
4. Words in ~~struck through~~ type are deletions from the existing language in the Agreement. Words in underscored language type are additions to the existing language in the Agreement.
5. Exhibit "A", the Scope of Services, Section I, Paragraph 1, is hereby amended as follows:
  1. AMERISYS shall maintain an App reporting feature and a toll-free dedicated FROI telephone number for the reporting of new Workers' Compensation claims 24 hours per day seven days a week (24/7/365) including all holidays. AMERISYS is responsible for ensuring that this phone number is re-routed in the event of a disaster such as, but not limited to, hurricane, earthquake, labor strike, or other casualty caused by nature or war, in order to provide 24/7/365 availability.
6. Exhibit "C", the Price Structure, is hereby amended as follows:

Triage**	\$35.00 <u>21.75</u> Flat Rate
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~~\*\* Triage shall include, a three point contact, by a nurse case manager, to the employer, injured worker and medical provider. The purpose of the three point contact will be to determine the severity of the injury, work status, secure a health history, discuss the availability of light duty, identify any red flags and explain Amerisys' roll in the claim process. Amerisys will schedule the initial medical visits and follow up with any needed written confirmation~~ Triage shall include, contact with the injured worker and the faxing of the appropriate Ameripass to the authorized network medical facility. The Amerisys Intake Coordinator will inform the injured worker, during the initial medical referral, of Broward County's pharmacy benefit manager, myMatrixx, the toll free phone number, the Group number, and the BIN number.

7. 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 document 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.
8. Preparation of this First Amendment has been a joint effort of COUNTY and AMERISYS, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
9. Multiple copies of this First Amendment may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
10. Each individual executing this First Amendment on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the Agreement: BROWARD COUNTY, through its Director of Purchasing, authorized to execute same pursuant to the Procurement Code, and USIS, INC. d/b/a AMERISYS, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESS:

*Luz Garcia*  
\_\_\_\_\_  
Signature of Witness

Signature of Witness

*Luz Garcia*  
\_\_\_\_\_  
Print Name of Witness

Print Name of Witness

*Marlyn Mahabeer*  
\_\_\_\_\_  
Signature of Witness

Signature of Witness

*MARLYN MAHABEER*  
\_\_\_\_\_  
Print Name of Witness

Print Name of Witness

Insurance requirements  
approved by Broward County  
Risk Management Division

By *Elizabeth Plaska on behalf  
of Jacqueline Bains* *6/2/16*  
\_\_\_\_\_  
Signature (Date)

*ELIZABETH PLASKA - RISK ANALYST*  
\_\_\_\_\_  
Print Name and Title above

BROWARD COUNTY, by and through  
its Director of Purchasing

By *Brenda J. Billingsley*  
\_\_\_\_\_  
Brenda Billingsley

*22<sup>nd</sup>* day of *June*, 2016

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By *Robert L. Teitler* *6/2/16*  
\_\_\_\_\_  
for Robert L. Teitler (Date)  
Assistant County Attorney

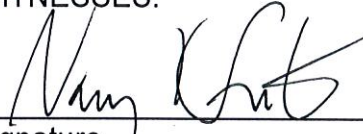
By *Tony J. Rodriguez* *6/2/16*  
\_\_\_\_\_  
Tony J. Rodriguez (Date)  
Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
USIS, INC. d/b/a AMERISYS, FOR WORKERS' COMPENSATION MEDICAL COST  
CONTAINMENT AND CASE MANAGEMENT SERVICES

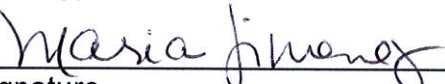
USIS, INC. d/b/a AMERISYS,

USIS, INC. d/b/a AMERISYS

WITNESSES:

  
Signature

NANCY FORSTER  
Print/Type Name

  
Signature

Maria Jimenez  
Print/Type Name

By , President

27 day of MAY, 2016

(SEAL)



# CERTIFICATE OF LIABILITY INSURANCE

BROWN-3

Exhibit 3  
Page 7 of 7  
OP ID: JW

DATE (MM/DD/YYYY)

06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Brown &amp; Brown of Florida, Inc.</b> Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 M. Decker Youngman	CONTACT NAME: <b>LAURIE KOHLER #16025</b>
	PHONE (A/C, No, Ext): <b>386-239-7242</b> FAX (A/C, No): <b>386-323-9159</b>
	E-MAIL ADDRESS: <b>lkohler@bbdaytona.com</b>
	INSURER(S) AFFORDING COVERAGE
INSURED <b>BROWN &amp; BROWN INC ETAL</b> <b>P O BOX 2412</b> <b>DAYTONA BEACH, FL 32115</b>	INSURER A: <b>Travelers Prop &amp; Cas of Amer</b> NAIC # <b>25674</b>
	INSURER B: <b>Continental Casualty Co</b> NAIC # <b>20443</b>
	INSURER C: <b>Travelers Indemnity</b> NAIC # <b>25658</b>
	INSURER D: <b>XL Specialty Ins Inc.</b> NAIC # <b>37885</b>
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 12025 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TC2JGLSA9527B87416	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TC2JCAP9527B86216	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		6011849429	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TC2JUB9517B58016	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
C			TRKUB9518B76116	01/01/2016	01/01/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	INS AGENTS E&O		ELU142465-16	01/01/2016	01/01/2017	EACH LOSS \$ 5,000,000 AGGREGATE \$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED: USIS, INC. dba AMERISYS  
RE RFP: BID #(RLI)R0944901R1. BROWARD COUNTY IS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY PER FORM CG D2 48 08 05, AS RESPECTS THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER <b>BROWC01</b>  <b>BROWARD COUNTY BOCC</b> <b>ATTN JEFF O'CONNOR</b> <b>115 S ANDREWS AVE</b> <b>FT LAUDERDALE, FL 33301</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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