

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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USIS, INC. d/b/a AMERISYS

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**WORKERS' COMPENSATION MEDICAL COST CONTAINMENT AND CASE
MANAGEMENT SERVICES**

RLI # R0944901R2

This is an 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."

WHEREAS, COUNTY desires to procure the services of a consultant to provide workers' compensation medical cost containment and case management services for the COUNTY; and

WHEREAS, COUNTY, advertised a Request for Letters of Interest, RLI Number R0944901R2, established and participated in a selection committee process, and selected AMERISYS as the provider for the desired services; and

WHEREAS, COUNTY and AMERISYS wish to enter into this Agreement to formalize the terms and conditions of their arrangement; NOW, THEREFORE

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and AMERISYS agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 10, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Case Management** - An element of a medical care management program where a Nurse Case Manager is employed to work one-on-one with the patient, employer, and provider to ensure the highest level of care is being provided in the most cost effective approach in a minimal length of time.
- 1.4 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Risk Management Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with AMERISYS and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **County Administrator** - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.8 **CS STARS SYSTEM** - The claims administration and risk management information system utilized by the Broward County Risk Management Division in the administration of all workers' compensation and liability claims brought against COUNTY.
- 1.9 **Field Nurse Case Manager** - A Registered Nurse possessing one or more of the following nationally accepted standards: Certified Case Manager, Certified

Rehabilitation Registered Nurse, Certified Disability Management Specialist, Certified Rehabilitation Counselor, and Certified Vocational Evaluator.

- 1.10 **FROI** - First Report of Injury, formerly referred to as FNOI.
- 1.11 **Medical Bill Review** - AMERISYS' medical bill review service that provides auditing of provider, hospital and pharmacy bills to apply specific state fee schedule amounts, contracted rates as well as utilization appropriateness.
- 1.12 **Medical PPO Network** - Shall mean the AMERISYS direct contracted providers, as well as, any and all other medical networks that AMERISYS accesses on behalf of COUNTY, pursuant to access contracts through and with AMERISYS.
- 1.13 **Nurse Case Manager or Case Manager** - shall refer to either a Field Nurse Case Manager or a Telephonic Nurse Case Manager.
- 1.14 **Project** - The Project consists of the services described in Article 2.
- 1.15 **Telephonic Nurse Case Manager** - A Registered Nurse who possesses a current valid professional license and has three to five years of case management, critical care, intensive care, orthopedic, neuromuscular, or occupational health experience

ARTICLE 2 SCOPE OF SERVICES

- 2.1 AMERISYS shall perform all work identified in this Agreement and the Scope of Services which is set forth in Exhibits "A," "A-1," "A-2," "A-3," and "A-4," attached hereto and made a part hereof. The parties agree that the Scope of Services is a description of AMERISYS' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by AMERISYS impractical, illogical, or unconscionable. The parties agree that services shall include all the normal and customary services of a medical care management provider as delineated by Florida Statutes, Chapter 440, as may be amended from time to time.
- 2.2 AMERISYS operates a medical care management company which provides the following services, as further described in Exhibit A:
 - A. Early Intervention Case Management services, hereinafter referred to as "Early Intervention";
 - B. Preferred Provider Organization access, hereinafter referred to as "Amerisys Networks";
 - C. Outpatient and Inpatient Utilization Review Services, hereinafter referred

- to as "Utilization Review";
- D. Medical Bill Review, hereinafter referred to as Medical Bill Review;
 - E. Medical case management, both telephonic and on-site/field, and vocational rehabilitation services, hereinafter referred to as "Case Management," which can be unbundled; and
 - F. Any training and education for the claims staff and other COUNTY employees, as deemed necessary by COUNTY.

COUNTY shall select the services it requires on a case by case basis pursuant to the procedures set forth in Exhibit A.

- 2.3 AMERISYS acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.4 AMERISYS warrants that it and its officers, agents, servants, and employees currently hold all licenses, certifications, and registrations required by law to perform the services required by this Agreement. AMERISYS will take all steps necessary to maintain in current good standing all licenses, certifications, and registrations required by law to perform the services required herein for the duration of this Agreement. AMERISYS will provide verification of its compliance with this section upon request by the Contract Administrator.

ARTICLE 3 TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2016. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 The term of this Agreement may be extended, at the option of COUNTY, acting through its Director of Purchasing, or duly authorized designee, for two (1) one year periods. Such option to extend shall be exercised by COUNTY, acting through its Director of Purchasing, by giving written notice by Certified U.S. Mail to AMERISYS not less than ninety (90) days prior to the expiration of the then existing term.
- 3.3 All duties, obligations, and responsibilities of AMERISYS required by this Agreement shall be completed no later than the termination date. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4
COMPENSATION

4.1 COUNTY will pay AMERISYS, in the manner specified in Section 4.2 and Exhibit "C," attached hereto and made a part hereof, for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by AMERISYS as full compensation for all such work. AMERISYS acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate AMERISYS for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon AMERISYS' obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to AMERISYS to reimburse its expenses other than those specifically authorized by this Agreement.

4.1.1 AMERISYS and COUNTY agree that following the expiration of the initial three year term, and in the event that the COUNTY exercises the first one year option, all fees set forth on Exhibit "C" shall increase by five percent (5%). In the event that COUNTY exercises the option for the second, and final, one year term, all fees set forth on Exhibit "C" shall increase by either three and one-half percent (3.5%) or by the percentage increase for the previous twelve month period in the Medical Care Consumer Price Index (CPI), Miami-Fort Lauderdale area, whichever is less.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 PAYMENT FOR FROI REPORTING INTAKE SERVICES: COUNTY shall pay AMERISYS within fifteen (15) days after the end of the month for all electronic FROIs that were processed in COUNTY's CS STARS system during said month. An Excel file containing AMERISYS' FROI number and COUNTY's corresponding claim number will be sent to AMERISYS as backup with each payment.

4.2.2 PAYMENT FOR MEDICAL BILL REVIEW & PHARMACY BILL PROCESSING: COUNTY shall pay AMERISYS within fifteen (15) days after the end of the month for all electronic medical and pharmacy bills that were processed in COUNTY's CS STARS system during said month. An Excel file containing AMERISYS's medical bill number and COUNTY's corresponding claim number will be sent to AMERISYS as backup with the payment.

4.2.3 PAYMENT FOR MEDICAL CASE MANAGEMENT FEES: AMERISYS shall submit an invoice on the first of the month for the previous month's medical case management fees. This invoice must state each claim where medical case management was utilized and must include

COUNTY's CS STARS claim number, claimant name, date of accident, the number of medical case management hours utilized, an itemized listing of services billed in tenths of an hour, and the total cost allocated to the claim. In addition, AMERISYS shall submit a separate electronic file which contains the medical case management fees utilizing the same file format as depicted in Exhibit "A-3." A new bill type code shall be mutually agreed upon by the parties. AMERISYS shall submit with this invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

- 4.2.4 **PAYMENT FOR ALL OTHER SERVICES:** AMERISYS shall submit an invoice for each claim that incurred these additional fees. Each invoice must show the County's CS STARS claim number, claimant name, date of accident, the service being billed and the bill amount. AMERISYS shall submit these invoices at the end of every business week to COUNTY. In addition, AMERISYS shall submit a separate electronic file which contains the other services fees utilizing the same file format as depicted in Exhibit "A-3." The parties shall also create mutually agreed upon new bill type codes.
- 4.2.5 For services listed in Sections 4.2.3 and 4.2.4 above, COUNTY shall pay AMERISYS within thirty (30) calendar days of receipt of AMERISYS's proper invoice for medical case management fees and payment for other services, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for failure of AMERISYS to comply with a term, condition, or requirement of this Agreement.
- 4.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

- 4.4 Payment shall be made to AMERISYS at:

AMERISYS
140 Alexandria Blvd., Suite H
Oviedo, Florida 32765

ARTICLE 5
INDEMNIFICATION

AMERISYS shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, AMERISYS, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, AMERISYS shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due AMERISYS under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 6
INSURANCE

- 6.1 To ensure the indemnification obligation contained above, AMERISYS shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 6.3, 6.4, 6.5, and 6.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 6.2 Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. AMERISYS shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming Broward County as an additional insured under the Commercial General Liability and any Excess or Umbrella policy(ies).
- 6.3 Commercial General Liability Insurance. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and Two Million Dollars

(\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products/Completed Operations Hazard

Contractual Insurance
Broad Form Property Damage

Personal Injury

- 6.4 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.5 Professional Liability Insurance. Professional Liability Insurance shall be provided on a claims-made basis with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) per aggregate with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00) unless otherwise approved by the Risk Management Division. Coverage must be afforded on a form no more restrictive than the latest edition of the Professional Liability Policy without restrictive endorsements, as filed by the Insurance Services Office.

- 6.6 Business Automobile Liability Insurance. Business Automobile Liability Insurance shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit for property damage and bodily injury. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Any Auto
Owned Auto

Hired Auto
Non-Owned Auto

- 6.7 AMERISYS shall furnish to the Contract Administrator certified copies of Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement.
- 6.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of AMERISYS is completed. All policies must be endorsed to provide COUNTY with at least sixty (60) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 6.9 COUNTY reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal or amendment of this Agreement, including, but not limited to deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage or changes in the scope of work or specifications that affect the applicability of coverage as mutually agreed upon by COUNTY and AMERISYS. If AMERISYS uses a subcontractor, AMERISYS shall ensure that subcontractor names COUNTY as an additional insured in the name of Broward County.

ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety or welfare. If COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, AMERISYS's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the

work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the AMERISYS is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the AMERISYS provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement may also be terminated by the Board:

- 7.2.1 Upon the disqualification of AMERISYS as a CBE by COUNTY's Director of Office of Economic and Small Business Development if AMERISYS's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by AMERISYS;
 - 7.2.2 Upon the disqualification of AMERISYS by COUNTY's Director of Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by AMERISYS in the course of obtaining this Agreement or attempting to meet the CBE contractual obligations;
 - 7.2.3 Upon the disqualification of one or more of AMERISYS's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by AMERISYS or such participant;
 - 7.2.4 Upon the disqualification of one or more of AMERISYS's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or
 - 7.2.5 If AMERISYS is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
 - 7.4 In the event this Agreement is terminated for convenience, AMERISYS shall be paid for any services properly performed under the Agreement through the

termination date specified in the written notice of termination. AMERISYS acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by AMERISYS, for COUNTY's right to terminate this Agreement for convenience.

- 7.5 In the event this Agreement is terminated for any reason, any amounts due AMERISYS shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

ARTICLE 8
EEO and CBE COMPLIANCE

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. AMERISYS shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by AMERISYS to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

AMERISYS shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

AMERISYS shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. AMERISYS shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AMERISYS shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, AMERISYS represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida

Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from AMERISYS all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 8.2 Although no CBE goal has been set for this Agreement, COUNTY encourages AMERISYS to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, AMERISYS grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by AMERISYS, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by AMERISYS to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to AMERISYS shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of AMERISYS and its subcontractors that are related to this Project. AMERISYS and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of AMERISYS and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, AMERISYS or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

AMERISYS and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has

been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to AMERISYS's and its subcontractors' records, AMERISYS and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by AMERISYS or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

AMERISYS shall ensure that the requirements of this Section 10.2 are included in all agreements with its subcontractor(s).

9.3 TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by AMERISYS shall constitute execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

9.4 PUBLIC ENTITY CRIME ACT

AMERISYS represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, AMERISYS further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AMERISYS has been placed on the convicted vendor list.

9.5 INDEPENDENT CONTRACTOR

AMERISYS is an independent contractor under this Agreement. Services provided by AMERISYS pursuant to this Agreement shall be subject to the supervision of AMERISYS. In providing such services, neither AMERISYS nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to AMERISYS or AMERISYS's agents any authority of any kind to bind COUNTY in any respect whatsoever.

9.6 THIRD PARTY BENEFICIARIES

Neither AMERISYS nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.7 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director, Risk Management Division
Governmental Center, Room 210
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR AMERISYS:

AMERISYS
140 Alexandria Blvd., Suite H
Oviedo, Florida 32765

9.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, AMERISYS shall not subcontract any portion of the work required by this Agreement, except as specifically authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by AMERISYS of this Agreement or any right or interest herein without COUNTY's written consent.

AMERISYS represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

AMERISYS shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AMERISYS' performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.9 CONFLICTS

Neither AMERISYS nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AMERISYS's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of AMERISYS's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or AMERISYS is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude AMERISYS or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event AMERISYS is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, SECOND PARTY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as AMERISYS.

9.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for quid pro quo. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.11 COMPLIANCE WITH LAWS

AMERISYS shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or AMERISYS elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.13 JOINT PREPARATION

The parties and their counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All

personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

9.16 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, AMERISYS AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. 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 the Board and AMERISYS or others delegated authority to or otherwise authorized to execute same on their behalf.

9.18 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.19 HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR §160, 162, and 164 and related regulations. In the event AMERISYS is considered by COUNTY to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), AMERISYS shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "E" for the purpose of complying with HIPAA. Where required, AMERISYS shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of AMERISYS's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

9.20 PAYABLE INTEREST

9.20.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof AMERISYS waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.20.2. Rate of Interest. In any instance where the prohibition or limitations of Section 9.20.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.21 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by AMERISYS shall serve as AMERISYS's required certification that it either has or that it will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, as may be amended from time to time, and Chapter 21.31(a)(2) of the Broward County Procurement Code as may be amended from time to time.

9.22 CONTINGENCY FEE

AMERISYS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AMERISYS, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for AMERISYS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right, at its discretion, to terminate this Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.23 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A", "A-1", "A-2", "A-3", "A-4", "B", "C" and "D" are incorporated into and made a part of this Agreement.

9.24 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or 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.

9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

9.26 DOMESTIC PARTNERSHIP REQUIREMENT

AMERISYS certifies and represents that it will comply with COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of AMERISYS to comply shall be a material breach of the Agreement, entitling COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due AMERISYS until AMERISYS complies; (2) termination of the Agreement; (3) and suspension or debarment of AMERISYS from doing business with COUNTY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 11th day of June, 2013 and USIS, INC. d/b/a AMERISYS, signing by and through its Vice President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners



fa
Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By Kristen Johnson
Mayor

11th day of June, 2013



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) 357-6968

Insurance requirements approved by Broward County Risk Management Division

By Jacqueline A. Binns 5/10/13
Risk Management Division (Date)

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

By Sharon V. Thorsen
Senior/Assistant County Attorney (Date)

APPROVED:

By Noel M. Pfeffer
Deputy County Attorney (Date)


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

USIS, INC. d/b/a AMERISYS

ATTEST:

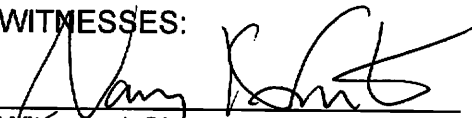
Secretary

(SEAL)

By: 
Printed Name: RON WARBLE
Title: VICE PRESIDENT
9 day of MAY, 2013.

OR

WITNESSES:



Witness 1 Signature

NANCY K FORSTER

Witness 1 Print/Type Name



Witness 2 Signature

Sarah Herald

Witness 2 Print/Type Name

SVT:slw
5/6/13
5/1/13
4/30/13
4/23/13
4/19/13
3/6/13
01/08/13
02/20/12
amerisysmgdcareworkcomp2012-agmt-clean.doc

EXHIBIT "A"

SCOPE OF SERVICES

- I. **FIRST REPORT OF INJURY (FROI) REPORTING INTAKE SERVICES** - to be provided in all matters
1. AMERISYS shall maintain 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.
 2. Intake of the FROI will be completed by AMERISYS' Intake Coordinator via phone calls received from COUNTY's Insurance Adjuster(s) ("Adjuster") or from injured workers. The Intake Coordinator should only accept street addresses for the injured workers. P.O. Boxes are not to be utilized. The Intake Coordinator must assign the correct National Council of Compensation Insurers ("NCCI") Cause, Nature of Injury & Body Part Codes as shown in Exhibit "A-1," attached hereto and made a part hereof, including any future code changes that NCCI may make. In addition, if the injured worker is not requesting medical care at the time of the FROI intake, the Intake Coordinator must indicate "**No Treatment**" in Hospital or Clinic Name field on the FROI.
 3. The AMERISYS Intake Coordinator will begin the triage process and channeling into the Medical PPO Network for all injured workers who are requesting medical treatment.
 4. AMERISYS shall provide the completed FROI (DFS-F2-DWC-1) to the reporting County Adjuster via email as a WORD document, within four (4) business hours of intake. A maximum of eight (8) business hours shall be allowed to accommodate volume that accrues after business hours, on weekends and/or on holidays. For the purposes of this Agreement, business hours shall mean 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding COUNTY-observed holidays.
 5. AMERISYS shall provide an electronic data file of the newly completed FROIs in the file format described in Exhibit "A-1" for import into COUNTY's claims system. The electronic FROI will be made available on AMERISYS's File Transfer Protocol ("FTP") site for downloading by COUNTY staff at 9 am and 2 pm Monday through Friday. These times may be changed in the future if mutually agreed to by both AMERISYS and COUNTY. AMERISYS agrees to make any changes that may be required by COUNTY to the FROI electronic file format (Exhibit "A-1") in the future without charge to COUNTY.

6. COUNTY shall provide an electronic data file (See Exhibit "A-2," attached hereto and a part hereof) of the new claims generated from the electronic FROI data received from AMERISYS daily. COUNTY will transfer this file to AMERISYS's FTP site for AMERISYS to update their system(s) with COUNTY's assigned claim numbers. AMERISYS agrees to make any changes that may be required by COUNTY to the FROI electronic file format (Exhibit "A-1") in the future without charge to COUNTY.

II. PREFERRED PROVIDER NETWORKS - to be provided in all matters

1. The Medical and Pharmacy PPO Networks will include a comprehensive panel of health care providers and health care facilities which have contracted with AMERISYS (directly or through PPO contracts) to provide appropriate remedial treatment, care, and attendance to injured workers in accordance with the requirements of Florida Law and Regulations.
2. Medical and Pharmacy PPO Network providers shall comply with the following:
 - A. Medical services will be provided with reasonable promptness and selection shall consider the geographic location, hours of operation, and availability of after-hour care. The selection of a provider shall take in to account the injured worker's time away from work, travel distance and the ability of an employee to promptly return to his shift. Geographic availability shall comply with the travel time permitted by Florida law and shall reflect the customary and usual travel times within the community.
 - B. The number of providers in the defined service areas will be sufficient with respect to current and expected workers to be served during the term of this Agreement, either by delivery of all required medical services, or through the ability to make appropriate referrals within the Medical and Pharmacy PPO Networks.
 - C. AMERISYS shall have legally valid written agreements with the Medical and Pharmacy PPO Networks and/or providers.
 - D. Emergency care is available twenty-four (24) hours per day, seven (7) days per week.
 - E. The Medical and Pharmacy PPO Networks are prohibited from balance billing to the injured worker except as allowed by law, such as, but not limited to, co-payments, subrogation liens, etc.
3. AMERISYS will provide procedures for hearing complaints from injured employees relating to the medical care provided through the Medical or Pharmacy PPO network. The AMERISYS Grievance Coordinator shall acknowledge the receipt of the complaint within 24 hours; shall determine a

resolution on the grievance within 7 calendar days of receipt; and inform the injured worker, COUNTY's Contract Administrator, and the medical provider, in writing, within 5 calendar days of the resolution. AMERISYS shall provide to COUNTY and any employee that requests, and keep current, the name and toll-free telephone number for the Grievance Coordinator.

4. AMERISYS will maintain a log of all disputes reported to AMERISYS administration, which will be provided to COUNTY. The log of disputes shall be provided to COUNTY's Workers' Compensation Manager ("WC Manager") on a weekly basis.
5. A comprehensive Quality Assurance Program will be maintained within the Medical PPO Networks to address inappropriate or substandard provision of services. A toll-free telephone number to the AMERISYS Administrative Offices will be provided to COUNTY for ease in reporting such issues.
6. AMERISYS will provide COUNTY staff with access to the Medical PPO Network Directories via the AMERISYS Website. COUNTY's Contract Administrator shall notify AMERISYS of any providers that need to be added to the Medical PPO Network and AMERISYS shall use its best efforts to accommodate COUNTY's request. AMERISYS will provide monthly updates to COUNTY's WC Manager regarding providers that have terminated their affiliation with the Medical PPO Networks or that have been added to the Medical PPO Networks; provided, however, the requirement to provide monthly updates shall be eliminated when COUNTY receives the ability to access this information on AMERISYS's Website.
7. COUNTY will be notified of the expansion or development of AMERISYS' Medical PPO Networks and shall be provided immediate access to the providers.
8. During the term of this Agreement, COUNTY may go outside AMERISYS' PPO Network if a required specialist does not exist in the appropriate geographic area in AMERISYS' PPO network.
9. In the event COUNTY desires to add specific providers to the Medical PPO Networks, the Contract Administrator shall notify AMERISYS in writing and provide the name(s) of the provider(s) to be added to the Medical PPO Networks. All such requests shall be sent to AMERISYS via facsimile or email. AMERISYS shall use its best efforts to accommodate such requests.

III. MEDICAL CASE MANAGEMENT SERVICES to be provided as directed below:

1. For the purposes of this Agreement, medical case management shall mean the establishment, coordination, and control of the treatment, direction, support, and assistance given to the injured worker from the onset of injury through medical stability, to maximum medical improvement and return to work. Medical Case

management services shall comply with all requirements of law and COUNTY requirements. Medical case management services are to be performed by a Nurse Case Manager. The Medical Case Management Services shall be provided as follows:

- a. Initial direction into the PPO network when the claim is first reported and,
 - b. Upon receipt of a written task assignment provided by a COUNTY adjuster.
2. AMERISYS shall provide at least one (1) designated Telephonic Nurse Case Manager and at least one (1) designated Field Nurse Case Manager to provide services required by this Agreement in the Broward, Palm Beach, and Miami-Dade County area.
 3. When COUNTY has requested Telephonic Nurse Case management, the Field Nurse Case Manager will serve in a "task assignment" role and the overall medical management of the case will be performed by the Telephonic Nurse Case Manager. At no time are the tasks or duties undertaken by AMERISYS Nurse Case Managers or any other AMERISYS personnel meant to replace any COUNTY insurance adjuster related duties or responsibilities; but such tasks or duties undertaken by AMERISYS shall be in addition to, as a supplement to or in conjunction with the tasks and duties of the Adjuster.
 4. The Nurse Case Manager will contact the Adjuster immediately via e-mail in regards to any of the following events:
 - Inability to reach injured worker by phone when such worker is on no work status
 - When injured worker is non-compliant with medical treatment
 - No shows for scheduled appointments
 - Complaints by injured worker against an authorized physician
 - Excessive complaints of pain by injured worker for apparent minor injuries)
 - Complaints by injured worker in regards to his/her work release status
 - Questions regarding entitlement to benefits
 - Injured worker who is in the course or has retained legal counsel
 - Injured worker who appears confused, disgruntled, and/or who exhibits behavior which may cause harm to himself/herself or others
 5. AMERISYS will provide all COUNTY claims adjusting staff with on- line access to and training in the use of AMERISYS's Case Management System.
 6. AMERISYS agrees to prepare reports regarding medical case management utilization, in a format and content and at a frequency that is to be mutually agreed upon between AMERISYS and COUNTY.

7. The medical case management services provided by AMERISYS to COUNTY shall be limited to the functions and/or number of hours selected by COUNTY in a written task assignment provided by an Adjuster from the list below:

- Coordination and referral to network medical providers with adjuster's approval
- Coordination of the treatment plan with the provider
- Working with the provider to establish functional abilities and conditional release to return to work
- Discussion with the injured worker to clarify the workers understanding of the diagnosis and treatment plan
- Monitor the treatment compliance of the injured employee
- Identify and assist in the resolution of problems with compliance to the treatment plan with adjuster involvement
- Provide regular reports to the adjuster to assist them in the management of the claim
- Recommend on-site case management and vocational services when needed and request authority for same from the adjuster
- Work with the employer to identify a medically appropriate job
- Referral to Utilization Review Specialists as appropriate for Pre-Certification or Retrospective Reviews with adjuster approval
- Discharge planning following hospitalization
- Long term care assessment
- Life care planning evaluations

8. Assignment of additional Nurse Case Management:

AMERISYS shall provide additional Nurse Case management activities upon receipt of a written task assignment provided by an Adjuster which details the additional tasks and/ or number of hours to be provided. The assignment of additional Telephonic Nurse and/or Field Nurse Case Management may include, but shall not be limited to the following types of injuries:

- A. All Catastrophic injuries, such as, but not limited to
- spinal cord injuries
 - head injuries
 - Severe sensory or motor disturbances

- Severe communication disturbances
 - Severe complex integrated disturbances of cerebral function
 - Severe episodic neurological disorders
 - Other severe brain and closed head injury conditions
- neck injuries (except for minor strains)
 - Burns of face, hands or greater than 5% of the body and second or third degree burns of 25% or more of the total body surface
 - Amputations
 - loss of hearing
 - electrical shock
 - multiple fractures
- B. Any potential serious back injury:
- Failed back syndrome
 - multiple fractures in the back
 - herniated disc with radiculopathy
 - positive neurological findings
 - any back injury with any degree of paralysis
- C. Chronic Pain Cases
- D. Claims with high potential for PT rating including, but not limited to:
- Fractures in or near major joints or weight-bearing body parts
 - Crush injuries
 - Hand injuries, particularly of the dominant hand
 - If applicable debilitating cardiac/lung diseases
- E. Claimants with a previous history of workers' compensation injury or injuries
- F. Difficult pre-existing medical or social problems:
- Diabetes
 - Heart disease
 - Psychiatric problems
 - Illiteracy
 - Mental retardation
 - Alcoholism and/or chemical dependency
 - Morbid obesity
- G. Cases not fitting an expected recovery time frame:

- Not responding to provided care
 - Time delays in getting appointments
 - Irregular appointment attendance
 - Disagreement with the course of treatment
 - Questionable or experimental treatment recommendations
- H. Hospital discharging requiring services as necessary which may include, but not be limited to, home health and/or significant durable medical goods.
9. Early Intervention (Telephonic Nurse and/or Field Nurse Case Management)
Criteria: The goal of early intervention is to provide aggressive case management with a focus on early return to work. AMERISYS shall provide Early Intervention activities upon receipt of a written task assignment provided by an Adjuster which details the additional tasks and/ or number of hours to be provided.
- a. The criteria for the consideration the assignment of Early Intervention services includes, but is not limited to the following:
- Severe lacerations, especially tendons and muscles
 - Severe eye injuries and/or ear injuries with any loss of hearing
 - Back injuries with anticipated lost time exceeding statutory waiting period
 - Knee injuries with anticipated lost time exceeding statutory waiting period
 - Cumulative trauma (including carpal tunnel syndrome and tendonitis)
 - Concussion, severe head injuries
 - Chemical inhalation/poisoning
 - Severe sprains, strains (major body area such as ankle, shoulder or wrist)
 - Dislocations (major body area such as ankle, shoulder, wrist)
 - Rotator cuff injuries
 - Second/third degree burns not considered catastrophic
 - Injuries involving immediate inpatient hospitalization
 - Psychological claims/stress claims
 - History of protracted recovery from prior injuries or illnesses
 - Repeater claimants if prior claims involved the same body part and same or similar type of injury
 - Any type of injury with lost time exceeding statutory waiting period
 - Cases with multiple providers
 - Crush injuries
 - Fractures
 - Amputations
 - If applicable heart and lung disease or injury

- Exposures (Biologic and/or chemical) including respiratory/inhalation injuries
 - Electrical shock and/or burns
10. The Nurse Case Manager providing early intervention will identify in writing whether additional medical case management is necessary or recommended. In the event the Nurse Case Manager recommends additional medical case management, the Nurse Case Manager shall provide the Adjuster with a written care plan outline for follow up care and protocol. This written care plan shall include diaries for care plan and may include initial three (3) point case notes and other work related notes prepared by Amerisys. Additional medical case management shall only be provided following receipt of a written task assignment provided by an Adjuster which details the additional medical case management tasks and/ or number of hours to be provided.
11. Vocational Rehabilitation Services. Following receipt of a written task assignment provided by a COUNTY adjuster which details the vocational rehabilitation services and or hours of vocational rehabilitation services to be provided. AMERISYS shall provide vocational rehabilitation services. The vocational rehabilitation services shall be made available on an unbundled or integrated basis as dictated by the requirement of each case and COUNTY requirements:
- A. Early return to work programs
 - B. Vocational assessment surveys/Re-employment Assessment per Section 440.491, Florida Statutes
 - C. Job analyses
 - D. Job-seeking skills training
 - E. Job development
 - F. Job placement
 - G. Expert testimony
 - H. Labor market
 - I. Automated transferable skills analyses
 - J. Vocational testimony
 - K. SSDI benefit procurement

IV. REVIEW SERVICES to be provided as directed below:

1. Upon receipt of a written task assignment provided by an Adjuster which details the scope and extent of the utilization review services which may include a limitation of hours, AMERISYS shall provide utilization review services to COUNTY. AMERISYS's utilization review services consist of the following:

Aided by mutually agreed upon and accepted Third Party Guidelines, AMERISYS's utilization review nurses will evaluate proposed treatment plans for appropriateness, care setting, and duration of care. If treatment is "certified," the provider is advised of the length of treatment number of

visits that are being authorized. When used in conjunction with AMERISYS's Medical Bill Review program, actual treatment rendered is monitored on an ongoing basis to assure compliance with pre-authorized treatment. Services rendered which exceed established parameters are disallowed at the time the bill is reviewed for Fee Schedule compliance.

2. Upon receipt of a written task assignment provided by an Adjuster which details the scope and extent of the pre admission certification review services, AMERISYS shall provide pre admission certification services to COUNTY. AMERISYS's pre-admission certification program is a review service which verifies the medical necessity of proposed hospital admissions and determines the appropriate length of stay. AMERISYS's staff of utilization review nurses and reviewers, assisted by an automated medical rules/protocols system and backed up by physician consultants, individually evaluates every hospital admission request. Pre admission certification review services shall be completed within 3 business days of assignment.
3. Pre-certification objectives include the following:
 - A. Determine appropriateness of proposed treatment plan.
 - B. Determine the medical necessity for hospital admission/inpatient care.
 - C. Explore alternatives to inpatient treatment.
 - D. Prevent unnecessary inpatient hospitalizations and save customer dollars.
 - E. If inpatient care is required, determine the appropriate length of stay and monitor the patient's condition throughout the hospitalization to prevent unnecessary inpatient days.
 - F. Channel the patient to a Medical PPO Network provider facility.
 - G. Develop and implement a timely discharge plan.
 - H. Educate the employer and employees regarding physicians and services available, the claims process, and how utilization review is implemented so that good decisions regarding medical care and services can be made at the time of injury.
4. Documentation of all utilization review activities in the form of written correspondence shall be communicated to the Adjuster. A monthly savings summary that documents all inpatient admissions shall also be provided to COUNTY's Worker's Compensation Manager.

V. MEDICAL BILL AUDIT/REVIEW SERVICES to be provided in all matters:

1. AMERISYS shall provide hospital, provider and pharmacy bill audit/review services and COUNTY shall refer all workers' compensation medical bills to AMERISYS during the term of this agreement.

- A. Any paper or electronic bills received by COUNTY from medical providers shall be forwarded to AMERISYS' servicing office located at: 140 Alexandria Boulevard, Suite H, Oviedo, FL 32765

Medical bills and reports will be sent directly to AMERISYS by the medical providers. AMERISYS will provide COUNTY's adjusting staff with on-line access to view both scanned medical bills & medical reports for their assigned claims and the ability to apply on-line approvals or disapprovals.

- B. AMERISYS shall scan and store all medical bills and associated medical reports/notes on-line. AMERISYS shall re-price all medical bills using AMERISYS's Medical Bill Review system within five (5) business days of receipt of all necessary billing information from COUNTY or directly from the medical providers. AMERISYS shall provide to COUNTY, via AMERISYS's FTP Site daily at a mutually agreed upon time, the electronic Medical Bill Review file, and the following electronic files in PDF format: (1) The scanned medical bills and notes; (2) Explanation of Bill Reviews ("EORs"); and (3) Authorization notes. Each medical bill and associated note should be its own separate file and use the following format for the file name: Claim Number_EOB Number_Bill.pdf.

Each associated EOR should be its own file and have the following file name format: Claim Number_EOB Number_EOB.pdf.

Each associated payment authorization note should be its own file and have the following file name format: Claim Number_EOB Number_comments.pdf.

Additionally, the EORs in PDF format must be returned to COUNTY in the same order that the records appear in the electronic Medical Bill Review file so that COUNTY can easily print and match the EORS to the checks that COUNTY will generate from the electronic Medical Bill Review file. The prescriptions ("RXs") should be in a separate file from the other medical bills.

- C. AMERISYS shall provide to COUNTY, an electronic interface of the re-priced medical bills and an electronic interface of the re-priced RX bills including AMERISYS's bill processing fee in the required file format as depicted in Exhibit "A-3," attached hereto and a part hereof. AMERISYS will make these files available to COUNTY via AMERISYS's FTP Site daily at a mutually agreed upon time. AMERISYS agrees to make any changes that may be required by the County to the electronic Medical Bill Review file format (Exhibit "A-3") in the future without charge.
- D. Within three (3) business days of receipt of bills from AMERISYS, COUNTY shall review all such bills and notify AMERISYS, via email, of the AMERISYS Bill ID number in the event a bill is denied or found to be incorrect by COUNTY staff (e.g., co-payment amount not taken or

co-payment taken in error, bill should have been denied or not denied, etc.). AMERISYS will re-evaluate the bill within two (2) business days of receiving notice of the correction. The new revised bill will then be included in the next scheduled electronic Medical Bill Review interface for COUNTY. AMERISYS will also return the new reviewed EOR with the new Bill ID number electronically.

- E. Within three (3) business days of receipt of pharmacy bills from AMERISYS, COUNTY shall review all such bills and notify AMERISYS, via email, of the AMERISYS Bill ID number in the event an entire bill is denied, a specific medicine is denied, or an unauthorized physician has prescribed medication and thus it is denied. AMERISYS will re-evaluate the bill within two (2) business days of receiving notification of denial. The new revised bill will then be included in the next scheduled electronic Medical Bill Review interface for COUNTY. AMERISYS will also return the new reviewed EOR with the new Bill ID number electronically. The above procedure and protocol shall not be applicable to the myMatrixx early and emergent fill program ("myMatrixx Program"). The myMatrixx Program shall allow for a three (3) day supply of a prescribed medication from an open prescribing source within the COUNTY approved formulary. Payment for a three day supply of medications under the myMatrixx Program that is dispensed in accordance with the above myMatrixx Program requirements shall be covered and paid for by COUNTY.

2. BILL REPORTING TO THE STATE OF FLORIDA VIA EDI

- A. On COUNTY'S behalf, AMERISYS will submit to the State's Division of Workers' Compensation the information required for all audited/reviewed medical and pharmacy bills, in accordance with all requirements of the Rule 69-7.602 of the Florida Administrative Code and the then current version of the State of Florida's Medical EDI Implementation Guide (MEIG). In the event that the State EDI rules and/or requirements are amended in the future, AMERISYS agrees to implement all changes within the State time frames at no additional cost to the County.
- B. COUNTY will be responsible for providing to AMERISYS via the AMERISYS FTP Site an electronic file (Exhibit "A-4," attached hereto and a part hereof) containing the full AMERISYS Bill ID number and the date on which COUNTY paid the bill (which shall mean the date COUNTY mails, transfers or electronically transmits payment to the healthcare provider). COUNTY accepts that the amount paid reported in the State EDI file will be reported from AMERISYS's recommended payment field. COUNTY will transmit this Date Paid File to AMERISYS's FTP Site daily. COUNTY must provide AMERISYS with the complete and accurate Date Paid Information for all paid bills. AMERISYS shall not be responsible for bills for which AMERISYS did not receive accurate and complete Date Paid Information.

- C. AMERISYS will be responsible for updating the AMERISYS system that generates the medical bill EDI file for the State with the electronic Date Paid File received from COUNTY. For all denied or disallowed bills, AMERISYS will show the amount paid as \$0.00 and use the date that AMERISYS audited the bill as the paid date in the State EDI file.
 - D. AMERISYS will electronically transmit to the State all of COUNTY'S provider bill data updated with the date paid by COUNTY, including all denied or disallowed bills, on a weekly basis or on a basis that may be required or requested by the State. AMERISYS will notify COUNTY of all error rejections received by AMERISYS from the State within five (5) days of receipt of same via email.
 - E. AMERISYS agrees to reimburse COUNTY for any and all fines and or penalties assessed by State due to AMERISYS's failure to successfully transmit each bill in compliance with the law and the applicable provisions of the Florida Administrative Code. According to the Florida Administrative Code, AMERISYS must transmit paid information within forty-five (45) days from date the bill was paid/denied/disallowed by COUNTY unless such failure is due to COUNTY'S failure to provide accurate or complete Date Paid Information.
 - F. AMERISYS and COUNTY agree to coordinate efforts in the event that AMERISYS is unable to electronically transmit to the State due to a catastrophic event in accordance with the catastrophic provision in the Rule 69L-7.602 of the Florida Administrative Code.
3. In the case of hospital bills, AMERISYS shall prescreen all bills to determine the need for audit. Prescreening services shall be provided at no charge to COUNTY. PPO-related hospital bills shall be prescreened prior to PPO re-pricing to determine the need for audit. Where applicable, AMERISYS shall provide the appropriate hospital bill audit services involving both PPO and non-PPO providers. (See Section VI for hospital bill auditing details.)
 4. The hospital, provider, and pharmacy audits shall be completed within five (5) business days of receipt by AMERISYS, unless AMERISYS requires additional time due to information deficiencies beyond its control, however, in no event shall the completion date exceed ten (10) business days without the express written approval of the WC Manager.
 5. AMERISYS will be responsible for monitoring and "flagging" duplicate billings of all medical bills. Any bills previously audited will be re-priced as a zero bill on an EOB with a notation that the returned bill is a duplicate or has been previously submitted and/or audited. There will be no charge to COUNTY for total duplicate bills; however, partial duplicate covering new dates of service will be a new charge.

6. Any conflicts or complaints from medical providers concerning bill audits completed by AMERISYS will be handled directly by AMERISYS in accordance with Florida Administrative Code, Rule 59A-31, Resolution of Workers' Compensation Reimbursement Disputes.

VI. HOSPITAL BILL AUDITING SERVICES to be provided as directed below:

Upon receipt of a written task assignment provided by an Adjuster which details the scope and extent of hospital bill auditing services, AMERISYS shall provide hospital bill auditing as follows:

1. Bill Screens

- A. All Hospital Bills, regardless of size are screened. If the screening reveals indications for potential savings, beyond the fee schedule allowances and contract agreements, the bill shall proceed to Desk Top Review.
- B. Bill Screen costs are included in the Medical Bill Review Fees.

2. Desk Top Review

- A. For Desk Top Hospital Bill Auditing, the detailed records are requested and then reviewed by a Utilization Review Nurse for savings opportunities over and above fee schedule and contract agreements. Saving examples such as, but not limited to:
 - i. Excessive utilization
 - ii. Services provided that are not causally related to the injury
 - iii. Services that bundled

3. In-House Audit

- A. Occasionally there may be the need for an In Hospital audit of the billing and related documentation. The need is generally related to either the Hospital's demand for that type of audit or requests specifically by excess carriers.

Payment for Desk Top Review and In-House Audits will be billed separately per the Pricing Structure as depicted in Exhibit "C."

VII. MISCELLANEOUS

1. COUNTY and AMERISYS agree to develop mutually agreed upon additional electronic data interfaces between the parties systems as needed.
2. AMERISYS shall charge COUNTY for only one (1) EOB per medical bill.

However, where duplicate EOB and other zero bills are required for EDI medical filing, AMERISYS shall charge COUNTY fifty percent (50%) of their usual EOB re-pricing fee.

EXHIBIT "A-1"

**FILE FORMAT FOR THE FIRST REPORT OF INJURY (FROI) DATA FILE
REQUIRED BY BROWARD COUNTY'S STARS SYSTEM**

"Header Record"

Note: All data elements required for the Header Record

Element Name	Data Type & Size	Positions	Managed Care Provider Instructions
Record Type	C2	1 - 2	Must equal 01
File Extraction Identifier	C27	3-30	Broward_FNOI_YYYYMMDDHHMMSS Broward_FNOI_ always followed by the year, month, day & time of the file extraction
Filler		31-2400	Use spaces

**FILE FORMAT FOR THE FIRST REPORT OF INJURY(FROI) DATA FILE
REQUIRED BY BROWARD COUNTY'S STARS SYSTEM**

"Detail Record"

FNOI Data Record from AMERISYS – One record for each FROI

Data Element(Field) Name	Data Type and Size	Field Positions	Req'd Data Element	Managed Care Provider Instructions	STARS DATA ELEMENT
Record_type	C2	01 - 02	Yes	Must be hard coded to 02	
First Name	C15	03 - 17	Yes		Contact 1, Name 1
Middle Initial	C1	18 - 18	Yes		Contact 1, Name 1
Last Name	C20	19 - 38	Yes		Contact 1, Name 1
Social Security	C11	39 - 49	Yes	No Dashes	SSN
Date of Accident	N8	50 - 57	Yes	(mmddyyyy)	Loss Date
Time of Accident	C10	58 - 67	Yes	(hh:mm AM/PM)	
Home Address: Street	C40	68 - 107	Yes		Contact 1.Address1
Home Address: City	C30	108 - 137	Yes		Contact 1.City
Home address: state	C2	138 - 139	Yes		Contact 1.St
Home address: zip	C5	140 - 144	Yes		Contact 1.zip
Home telephone	C18	145 - 162	Yes	No Dashes	Rolodex.Phone(1)
Employee's Description of Accident: How injured	C254	163 - 416	Yes		Description
Employee's Description of Accident: Cause of injury	C254	417 - 670	Yes		
Occupation	C50	671 – 720	Yes		MiscDesc(8) *but doesn't look like STARS is populating as it is picking up from the HR file. Else Anita keys it.
Date of birth	N8	721 – 728	Yes	(mmddyyyy)	MiscDate (31)
Sex	C3	729 – 731	Yes		SA(1)

Injury/illness that occurred	C254	732 – 985	Yes		
Part of body affected	C254	986 – 1239	Yes		
Company	C50	1240 – 1289	Yes		STARS creates a Loc "Note" with this information
D.b.a.:	C20	1290 - 1309	Yes		STARS creates a Loc "Note"
Street:	C40	1310-1349	Yes		STARS creates a Loc "Note" with this information
City:	C30	1350 - 1379	Yes		STARS creates a Loc "Note" with this information
State	C2	1380 – 1381	Yes		STARS creates a Loc "Note" with this information
Zip	C5	1382 - 1386	Yes		STARS creates a Loc "Note" with this information
Telephone number:	C18	1387 – 1404	Yes	No Dashes	MiscDesc(9)
Federal id number (fein)	C10	1405 - 1414	No	Can use spaces	N/A
Date first reported to the County	N8	1415 - 1422	Yes	(mmddyyyy)	Report Date
Nature of business	C50	1423 - 1472	No	Can use spaces	N/A
Policy/member number	C50	1473 - 1522	No	Can use spaces	N/A
Date employed	N8	1523 - 1530	Yes	(mmddyyyy)	MiscDate(8)
Paid for date of injury	C3	1531 - 1533	No	Can use spaces	SA(56) STARS hard codes as "Y" on all
Employer's Location Address (if different)					N/A
Street	C40	1534 - 1573	Yes		N/A
City	C30	1574 - 1603	Yes		N/A
State	C2	1604 - 1605	Yes		N/A
Zip	C5	1606 - 1610	Yes		N/A
Location #	C15	1611 - 1625	No	Can use spaces	N/A
Last date employee worked	N8	1626 – 1633	Yes	(mmddyyyy)	N/A
Will you continue to pay wages instead of workers' comp?	C3	1634 - 1636	No	Can use spaces	N/A
Returned to work (Yes/No)	C3	1637 - 1639	Yes		N/A
Last day wages will	N8	1640 - 1647	No	(mmddyyyy) or	N/A

be paid instead of workers' comp				use spaces	
If Return to Work = Yes, give date	N8	1648 - 1655	Yes	(mmddyyyy) or use space	N/A Currently but will need in near future for Claims EDI to State
Rate of pay	D(10,2)	1656 - 1665	Yes	Decimal point must be included	MiscNum(1)
Wage Period (hr/wk/day/mo)	C3	1666 - 1668	Yes	BWK - Bi-week DAY - Day HLY - Hour, MNY - Month OTH - Other, WKY - Week YRY - Year	N/A
Place of Accident:					
Street	C40	1669 - 1708	Yes		Other Descr
City	C30	1709 - 1738	Yes		Other Descr
State	C2	1739 - 1740	Yes		Other Descr
Zip	C5	1741 - 1745	Yes		MiscDesc(12)
County of Accident:	C30	1746 - 1775	Yes		
Date Of Death (If applicable)	N8	1776 - 1783	Yes, if applicable	(mmddyyyy)	Date(1)
Number of hours per day	N2	1784 - 1785	Yes		SA(32)
Number of hours per week	N3	1786 - 1788	Yes	No Decimal point	SA(33)
Number of days per week	N2	1789 - 1790	Yes		SA(34)
Physician Prefix	C10	1791 - 1800	No	Can use spaces	N/A
Physician First Name	C15	1801 - 1815	No	Can use spaces	N/A
Physician Middle Initial	C1	1816 - 1816	No	Can use spaces	N/A
Physician Last Name	C20	1817 - 1836	No	Can use spaces	N/A
Physician Suffix	C10	1837 - 1846	No	Can use spaces	N/A
Physician Address:			No	Can use spaces	N/A
Street	C40	1847 - 1886	No	Can use spaces	N/A
City	C30	1887 - 1916	No	Can use spaces	N/A

State	C2	1917 – 1918	No	Can use spaces	N/A
Zip	C5	1919 – 1923	No	Can use spaces	N/A
Physician telephone	C18	1924 – 1941	No	Can use spaces	N/A
Hospital or Clinic Name	C50	1942 – 1991	Yes	If employee refused treatment then the managed care provider must enter the following: No Treatment in the Hospital/Clinic Name Field	If STARS reads No Treatment then coverage = 15 else coverage =10
Hospital/Clinic Address:					
Street	C40	1992 - 2031	Yes	Leave blank if No Treatment	N/A
City	C30	2032 - 2061	Yes	Leave blank if No Treatment	N/A
State	C2	2062 - 2063	Yes	Leave blank if No Treatment	N/A
Zip	C5	2064 – 2068	Yes	Leave blank if No Treatment	N/A
Reported by	C20	2069 – 2088	Yes	First & Last Name	MiscDesc(11)
Reported date to the Mgd Care Provider	N8	2089 – 2096	Yes	(mmddyyyy)	MiscDesc(7)
Insurer code	C6	2097 – 2102	No	Can use spaces	N/A
Employee's risk class code	C20	2103 – 2122	No	Can use spaces	N/A
Insurer NAIC code	C4	2123 – 2126	No	Can use spaces	N/A
Claim Handling Entity Name	C50	2127 – 2176	No	Can use spaces	N/A
Address:			No	Can use spaces	N/A
Street	C40	2177 – 2216	No	Can use spaces	N/A
City	C30	2217 – 2246	No	Can use spaces	N/A
State	C2	2247 – 2248	No	Can use spaces	N/A
Zip	C5	2249 – 2253	No	Can use spaces	N/A
Service co/tpa code #	C20	2254 – 2273	No	Can use spaces	N/A

Claim Handling file #	C10	2274 – 2283	No	Can use spaces	N/A
Is employer self-insured?	C3	2284 - 2286	No	Can use spaces	N/A
Vendor's FNOL Unique ID	N9	2287 - 2295	Yes	Vendor must provide a unique record ID # for each FROI record in the file. NOTE: The beginning record ID# must be 300000 (three hundred thousand) and then incremented consecutively by one for each additional new FROI record	MiscDesc(3) *mapped in Admin NOTE: STARS already has ID#s 48955-99967 & 100011-207254 . Therefore to prevent "dups" new vendor should begin with 300000
Nature of Injury Code	N3	2296-2298	Yes	Must use NCCI codes –see attached	SA(26)
Cause of Injury Code	N3	2299-2301	Yes	Must use NCCI codes – see attached	Cause
Body Part Code	N3	2302-2304	Yes	Must use NCCI codes – see attached	SA(24)
Filler	C96	2305-2400	Yes	Use spaces	

**FILE FORMAT FOR THE FIRST REPORT OF INJURY (FROI) DATA FILE
REQUIRED BY BROWARD COUNTY'S STARS SYSTEM**

"Trailer Record"

All Data Elements are Required

Element Name	Data Type & Size	Positions	Managed Care Provider Special Notes
Record Type	C2	1 – 2	Managed Care Provider to hard code to 03
Number of Records	N8	3 – 10	# Of 'FROI' Records sent in this file transmission

File Naming Convention of the First Report of Injury Export File

Broward	7	Broward
_(underscore)	1	Underscore
FNOI	4	FNOI
Year	4	YYYY
_(underscore)	1	Underscore
Month	2	MM
Day	2	DD
_(underscore)	1	Underscore
Hours (military time)	2	HH
Minutes	2	MM
File Extension	3	Text

Based on the above description, file name would be for a file created on May 2, 2006 @ 11:00 am:

Broward_FNOI_20060502_1100.txt.

**FILE FORMAT FOR THE FIRST REPORT OF INJURY(FROI) DATA FILE
REQUIRED BY BROWARD COUNTY'S STARS SYSTEM**

NCCI CAUSE CODES THAT MUST BE USED – AS OF FEB. 2012

01 BURN OR SCALD--DUE TO CHEMICALS
02 BURN OR SCALD--HOT OBJECT/SUBSTANCES
03 BURN OR SCALD--TEMPERATURE EXTREMES
04 BURN OR SCALD-FIRE OR FLAMES
05 BURN OR SCALD-STEAM OR HOT FLUIDS
06 BURN OR SCALD-DUST, GASES,FUMES OR VAPOR
07 BURN OR SCALD-WELDING OPERATIONS
08 BURN OR SCALD-RADIATION
09 BURN OR SCALD-CONTACT WITH, NOC
10 CAUGHT IN,UNDER , BETWEEN-MACHINERY
11 BURN OR SCALD-COLD OBJECTS OR SUBSTANCES
12 CAUGHT IN,UNDER OR BETWEEN-OBJ HANDLED
13 CAUGHT IN, UNDER OR BETWEEN – NOC
14 BURN OR SCALD-ABNORMAL AIR PRESSURE
15 CUT,PUNCT,SCRAPE , INJ BY - BROKEN GLASS
16 CUT,PUNCT,SCRPE BY-HAND TOOL-NON POWER
17 CUT,PUNCT,SCRAPE BY -OBJ LIFTED/HANDLED
18 CUT,PUNCT,SCRPE-POWER HAND TOOL/APPL
19 CUT,PUNCTURE,SCRAPE, NOC
20 CAUGHT IN, UNDER -COLLAPSING MATERIALS
25 FALL/SLIP/TRIP-FROM DIFFERENT LEVEL
26 FALL/SLIP/TRIP-FROM LADDER OR SCAFFOLDIN
27 FALL/SLIP/TRIP-FROM LIQUID/GREASE SPILL
28 FALL/SLIP/TRIP-INTO OPENINGS(SHAFTS, ETC
29 FALL/SLIP/TRIP-ON SAME LEVEL
30 FALL/SLIP/TRIP-SLIPPED, DID NOT FALL
31 FALL/SLIP/TRIP-NOC
32 FALL/SLIP/TRIP-ON ICE OR SNOW
33 FALL/SLIP/TRIP - ON STAIRS
40 MOTOR VEH - CRASH OF WATER VEHICLE
41 MOTOR VEH-CRASH OF RAIL VEHICLE
45 MOTOR VEH-COLLISION/SIDESWIPE W/OV
46 MOTOR VEH-COLLISION W/FIXED OBJECT
47 MOTOR VEH-CRASH OF AIRPLANE/HELICOPTER
48 MOTOR VEH-VEHICLE UPSET-OVERTUNED
50 MOTOR VEHICLE, NOC
52 STRAIN OR INJURY BY - CONTINUAL NOISE
53 STRAIN OR INJURY BY – TWISTING
54 STRAIN OR INJURY BY – JUMPING
55 STRAIN OR INJ BY - HOLDING OR CARRYING
56 STRAIN OR INJURY BY – LIFTING

57 STRAIN OR INJURY BY - PUSHING OR PULLING
58 STRAIN OR INJURY BY - REACHING
59 STRAIN OR INJ BY - USING TOOL OR MACHINE
60 STRAIN OR INJURY BY - NOC
61 STRAIN OR INJ BY - WELDING OR THROWING
65 STRKNG AGNST/STEP'G ON-MOV'G MACH PARTS
66 STRKNG AGNST/STEP'G ON-OBJ LIFTED/HANDLE
67 STRKNG AGNST/STEP'G ON-SAND/SCAPE OPS
68 STRKNG AGNST/STEP'G ON-STATIONARY OBJECT
69 STRKNG AGNST/STEP'G ON-SHARP OBJECT
70 STRKNG AGNST/STEP'G ON- NOC
74 STRUCK/INJ'D BY- CO WORKER OR PATIENT
75 STRUCK/INJ'D BY - FALLING/FLYING OJBECT
76 STRUCK/INJ'D BY - HAND TOOL/MACH IN USE
77 STRUCK/INJURED BY - MOTOR VEHICLE
78 STRUCK/INJ'D BY - MOVING MACHINE PARTS
79 STRUCK/INJ'D BY- OBJECT LIFTED/HANDLED
80 STRUCK/INJ'D BY-OBJ HANDLED BY OTHERS
81 STRUCK/INJ'D, NOC(KICK'D, STAB'D, BIT)
82 MISC-ABSORPTION/INGESTION/INHALED, NOC
84 BURN OR SCALD-ELECTRICAL CURRENT
85 STRUCK/INJ'D BY-ANIMAL OR INSECT
86 STRUCK/INJ'D BY-EXPLOSION/FLARE BACK
87 MISC-FOREIGN BODY IN EYE(S)
88 MISC-NATURAL DISASTERS
89 MISC-PERSON IN ACT OF A CRIME-ROBBERY, CRIMINAL ASSAULT
90 MISC-OTHER THAN PHYSICAL CAUSE OF INJURY
91 MISC-MOLD
94 RUBBED/ABRADED BY-REPETIVE MOTION
95 RUBBED/ABRADED, NOC
96 MISC-TERRORISM
97 STRAIN OR INJURY BY - REPETIVE MOTION
98 MISC-CUMULATIVE, NOC- ALL OTHER
99 MISC-OTHER, NOC

**FILE FORMAT FOR THE FIRST REPORT OF INJURY(FROI) DATA FILE
REQUIRED BY BROWARD COUNTY'S STARS SYSTEM**

NCCI NATURE OF INJURY CODES THAT MUST BE USED-AS OF FEB. 2012

- 01 No Physical Injury
- 02 Amputation
- 03 Angina Pectoris
- 04 Burn - Heat, chemical,acid
- 07 Concussion
- 10 Contusion
- 13 Crushing
- 16 Dislocation
- 19 Electric Shock
- 22 Eucleation
- 25 Foreign Body
- 28 Fracture
- 30 Freezing
- 31 Hearing Loss or Impairment
- 32 Heat Prostration
- 34 Hernia
- 36 Infection
- 37 Inflammation
- 40 Laceration
- 41 Myocardial Infarction
- 42 Poisoning (Not OD or Cumulative Injury)
- 43 Puncture
- 46 Rupture
- 47 Severance
- 49 Sprain
- 52 Strain
- 53 Syncope
- 54 Asphyxiation
- 55 Vascular
- 58 Vision Loss
- 59 All Other Specific Injuries, NOC
- 60 Dust Disease NOC (Other Pneumoconiosis)
- 61 Asbestosis
- 62 Black Lung
- 63 Byssinosis
- 64 Silicosis
- 65 Respiratory Disorder-Gases, Fumes, Chems
- 66 Poisoning - Chemical (Other than Metals)
- 67 Poisoning - Metal

- 68 Dermatitis
- 69 Mental Disorder
- 70 Radiation
- 71 All Other Occupational Disease Inj NOC
- 72 Loss of Hearing – Cumulative
- 73 Contagious Disease
- 74 Cancer
- 75 AIDS
- 76 VDT Related Disease
- 77 Mental Stress
- 78 Carpal Tunnel Syndrome
- 79 Hepatitis C
- 80 All Other Cumulative Injuries NOC
- 90 Multiple Physical Injuries Only
- 91 Mult Inj's Incl Physical & Psychological

**FILE FORMAT FOR THE FIRST REPORT OF INJURY(FROI) DATA FILE
REQUIRED BY BROWARD COUNTY'S STARS SYSTEM**

NCCI BODY PART CODES THAT MUST BE USED – AS OF FEB. 2012

- 10 Head - Multiple Head Injury
- 11 Head – Skull
- 12 Head – Brain
- 13 Head - Ear(s)
- 14 Head - Eye(s)
- 15 Head – Nose
- 16 Head – Teeth
- 17 Head – Mouth
- 18 Head - Soft Tissue
- 19 Head - Facial Bones
- 20 Neck - Multiple Neck Injury
- 21 Neck – Vertebrae
- 22 Neck – Disc
- 23 Neck - Spinal Cord
- 24 Neck – Larynx
- 25 Neck - Soft Tissue
- 26 Neck – Trachea
- 30 Upper Extremities - Multiple Upper Extremities
- 31 Upper Extremities - Upper Arm
- 32 Upper Extremities – Elbow
- 33 Upper Extremities - Lower Arm
- 34 Upper Extremities – Wrist
- 35 Upper Extremities – Hand
- 36 Upper Extremities - Finger(s)
- 37 Upper Extremities – Thumb
- 38 Upper Extremities - Shoulder(s)
- 39 Upper Extremities - Wrist(s) & Hand(s)
- 40 Trunk - Multiple Trunk
- 41 Trunk - Upper Back Area
- 42 Trunk - Lower Back Area
- 43 Trunk – Disc
- 44 Trunk - Chest
- 45 Trunk - Sacrum and Coccyx
- 46 Trunk – Pelvis
- 47 Trunk - Spinal Cord
- 48 Trunk - Internal Organs
- 49 Trunk – Heart
- 50 Lower Extremities - Multiple Lower Extremities
- 51 Lower Extremities – Hip
- 52 Lower Extremities - Upper Leg

- 53 Lower Extremities – Knee
- 54 Lower Extremities - Lower Leg
- 55 Lower Extremities – Ankle
- 56 Lower Extremities – Foot
- 57 Lower Extremities Toes
- 58 Lower Extremities - Great Toe
- 60 Trunk – Lungs
- 61 Trunk – Abdomen
- 62 Trunk – Buttocks
- 63 Trunk - Lumbar & or Sacral Vertebrae (Vertebra NOC trunk)
- 64 Multiple Body Parts - Artificial Appliance
- 65 Multiple Body Parts - Insufficient Info to Properly Identify - Unclassified
- 66 Multiple Body Parts - No Physical Injury
- 90 Multiple Body Parts - Multiple Body Parts (Including Body Systems & Parts)
- 91 Body Systems and Multiple Body Systems
- 99 Whole Body

EXHIBIT "A-2"

File Layout and Mapping Information for Broward's New Claim File Exports back to AMERISYS

The primary purpose of Broward sending the "new claim" files back to AMERISYS on a daily basis is so that Broward's claim number can be added to AMERISYS's system(s) including the their medical bill repricing system as all electronic medical bills sent to Broward must contain Broward's correct claim number. All other information provided to AMERISYS in this file can be ignored if they choose. Also, please note that **Header & Trailer records are not generated**. This is simply a fixed length text file with a detail record for each new claim that was created in Broward's STARS system when AMERISYS's FROI data file was imported and processed in STARS.

NOTE: AMERISYS will be required to set up BSO as a separate business unit/company in all of their systems due to reporting requirements of BSO.

DETAIL "NEW" CLAIM RECORD FILE FORMAT

Field #	Position	Length	Description	Comment/Notes	STARS Field Mapping
1	1 - 2	2	Blanks		N/A
2	3 - 4	2	State	FL	STARS Hard coded
3	5 - 5	1	Claim Code	A=Add	STARS Hard coded to "A"
4	6 - 27	22	STARS Claim #		Claim.ClaimNumber (13-15 characters)
5	28 - 37	10	Defaults to "588001"	IGNORE	STARS Hard coded – just IGNORE
6	38 - 41	4	BLANKS		
7	42 - 59	18	Managed Care Provider's Unique FROI number		Claim.MiscDesc3 (FNOLID)
8	60 - 68	9	Claimant's SSN	No Dashes	Claim.SocialSecurityNumber
9	69 - 76	8	Date of Injury	mmddyyyy	Claim.LossDate
10	77 - 94	18	BLANKS		N/A
11	95 - 95	1	BLANKS		N/A
12	96 - 110	15	BLANKS		N/A
13	111 - 125	15	BLANKS		N/A
14	126 - 128	3	Line of Business Code	WC = Workers Comp	STARS Hard coded to WC
15	129 - 133	5	Adjuster Code	IGNORE	Claim.UserMisc(1)
16	134 - 141	8	Adjuster First Initial/Lastname		UserName of User in UserMisc(1)
17	142 - 143	2	BLANKS		N/A
18	144 - 145	2	BLANKS		N/A
19	146 - 147	2	BLANKS		N/A
20	148 - 149	2	BLANKS		N/A
21	150 - 150	1	BLANKS		N/A
22	151 - 250	100	BLANKS		N/A
23	251 - 259	9	BLANKS		N/A
24	260 - 271	12	BLANKS		N/A
25	272 - 280	9	Claimant's SocSecNum	No Dashes	Claim.SocialSecurityNumber
26	281 - 310	30	Claimant Name	LastName,First	Claim.ClaimName1

27	311	-	318	8	Claimant DOB	MMDDYYYY	Claim.MiscDate(31) (DOB)
28	319	-	319	1	Claimant Sex		Claim.SpecialAnalysis(1)
29	320	-	349	30	Employing Division		Location.LocationName
30	350	-	379	30	Claimant Address		Claim.Contact(1).Address1
31	380	-	395	16	Claimant City		Claim.Contact(1).City
32	396	-	397	2	Claimant State		Claim.Contact(1).State
33	398	-	406	9	Claimant Zip		Claim.Contact(1).PostalCode
34	407	-	426	20	Claimant LastName		Claim.Contact(1).LastName
35	427	-	446	20	Claimant FirstName		Claim.Contact(1).FirstName
36	447	-	447	1	Claimant MidInit		Claim.Contact(1).MiddleInitial
37	448	-	450	3	BLANKS		N/A
38	451	-	456	6	BLANKS		N/A
39	457	-	465	9	BLANKS		N/A
40	466	-	474	9	BLANKS		N/A
41	475	-	504	30	BLANKS		Appears to be blank in the file
42	505	-	534	30	Employing Division Address Line 1		Location.Street1
43	535	-	564	30	Employing Division Address Line 2		Location.Street2
44	565	-	584	20	Employing Division City		Location.City
45	585	-	586	2	Employing Division State		Location.State
46	587	-	595	9	Employing Division ZipCode		Location.ZipCode
47	596	-	615	20	Adjuster Last Name	Adjuster Last Name	Last Name of User in Claim.UserMisc(1)
48	616	-	630	15	Adjuster First Name	Adjuster First Name	First Name of User in Claim.UserMisc(1)
49	631	-	640	10	BLANKS		Doesn't look like STARS has the ph#
50	641	-	645	5	BLANKS		N/A
51	646	-	653	8	AddDate	mmddyyyy	Claim.CreateDate
52	654	-	661	8	Updated	mmddyyyy	Claim.LastModNonFinancialsDate
53	662	-	669	8	ALL ZEROS	IGNORE	N/A
54	670	-	719	50	AttorneyFirmName	Attorney Firm Name	Claim.Contact(2).Company
55	720	-	739	20	AttorneyLastName	Attorney Last Name	Claim.Contact(2).LastName
56	740	-	754	15	AttorneyFirstName	Attorney First Name	Claim.Contact(2).FirstName
57	755	-	804	50	AttorneyAddress	Attorney Address	Claim.Contact(2).Address1
58	805	-	834	30	AttorneyCity	Attorney City	Claim.Contact(2).City
59	835	-	836	2	AttorneyState	Attorney State	Claim.Contact(2).State
60	837	-	841	5	AttorneyZipCode	Attorney Zip Code	Claim.Contact(2).PostalCode
61	842	-	845	4	BLANKS		N/A
62	846	-	855	10	AttorneyPhone	IGNORE	Claim.Contact(2).Phone – But STARS has the dashes so the last two digits of the phone # are cut off
63	856	-	956	101	Filler		

EXHIBIT "A-3"

**REQUIRED FILE FORMAT FOR AMERISYS's
MEDICAL BILL EXPORT FILE FOR BROWARD COUNTY**

"FILE HEADER RECORD"

One File Header Record per each medical bill file transmission to Broward County Risk Mgt

Element Name	Starting Position	Length	Required	Instructions for AMERISYS
Managed Care Provider's File Extract ID	1	8	Yes	Must be a unique #, pad with leading zeros and the number used in the file header record must be used in all of the record types found in the same file transmission.
FILLER	9	15	Yes	Use Spaces or zeros
Record Type	24	2	Yes	Record Type must = 00 for the file header
Date of Data File Extract	26	8	Yes	YYYYMMDD
Time of Data File Extract	34	6	Yes	hhmmss
Extract Format Version	40	3	Yes	001 = 1 st run, 002 = 2 nd run, etc.
Name of Data File Extract	43	50	Yes	Must be comprised of the file title either "Broward" or "BrowardRX" followed by the date & time of the file extract, the extract ID#. For example: Broward_020060428_150427_123441.txt
FILLER	93	358	Yes	Use Spaces or zeros
TOTAL RECORD LENGTH		450		

**REQUIRED FILE FORMAT FOR AMERISYS's
MEDICAL BILL EXPORT FILE FOR BROWARD COUNTY**

"BILL HEADER RECORD"

One Bill Header Record for **each** medical bill included in the data file transmission to Broward County Risk Mgt is required.

Data Element	Starting Position	Length	Req'd	AMERISYS Instructions/Notes	STARS Notes
AMERISYS's File Extract ID	1	8	Yes	Must be = to the extract # in The File Header record	
FILLER	9	3	Yes	Use spaces or zeros	
AMERISYS's Unique <i>Bill Number</i>	12	8	Yes	Pad with leading zeros to make this field 8 characters, i.e. 00630000. Can not exceed 8 characters. Must be unique for each bill and must begin with number 00630000 for Broward as to not conflict with existing numbers in Broward's STARS system.	STARS(Trans Misc Desc1) captures the bill number plus seq # and uses this to check for incoming duplicates which are rejected if encountered in the file
AMERISYS's <i>Bill Sequence Number</i>	20	1	Yes	Bill Sequence is the revision # of the bill, i.e. initial bill review = 1, bill is reviewed/adjusted = 2, bill is reviewed/adjuster again = 3, & so on up to 9 (8th revision) <u>Required for all bills</u>	See above
FILLER	21	3	Yes	Use Spaces or zeros	N/A
Record Type = 10	24	2	Yes	Record Type must = 10	

for bill header records				for medical bill header records	
FILLER	26	30	Yes	Use Spaces or zeros	
AMERISYS's Received Date	56	8	Yes	YYYYMMDD	
AMERISYS's Processed Date	64	8	Yes	YYYYMMDD	
Broward's Claim #	72	40	Yes	This is Broward's assigned claim number that is sent to AMERISYS in the new claim file that Broward will generate and must be included in the electronic medical bill file and on all of the hard copy EOB's as well	
FILLER	112	3	Yes	Use spaces or zeros	
Date of Injury	115	8	Yes	YYYYMMDD	
FILLER	123	4	Yes	Use spaces or zeros	
Claimant's Account# With the medical provider	127	20	Yes		STARS Invoice ID (different from the STARS system generated Invoice #!)
From Date of Service	147	8	Yes	YYYYMMDD	STARS Invoice Svc From Date
Thru Date of Service	155	8	Yes	YYYYMMDD	STARS Invoice Svc Thru Date
Provider's Date of Bill	163	8	Yes	YYYYMMDD	Need for future use in STARS
FILLER	171	60	Yes	Use spaces or zeros	
Date that Risk Mgt received the bill	231	8	Yes	YYYYMMDD	STARS Trans Date & Invoice Date
FILLER	239	92	Yes	Use spaces or zeros	
Bill Type Code & <i>this must be included on RX bills as well</i>	331	3	Yes	See Required Code Mapping for this field and left justify	STARS Trans Type & Financial Bucket
FILLER	334	117	Yes	Use spaces of zeros	

TOTAL RECORD LENGTH		450			
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**REQUIRED FILE FORMAT FOR AMERISYS's
MEDICAL BILL EXPORT FILE FOR BROWARD COUNTY**

"BILLING PROVIDER RECORD"

One Billing Provider Record for **each** medical bill included in the data file transmission to Broward County Risk Mgt is required. In addition, the Billing Provider Record **must** immediately follow the corresponding bill header record in the data file.

Data Element	Starting Position	Length	Req'd	AMERISYS Instructions/Notes	STARS Notes
AMERISYS's File Extract ID	1	8	Yes	Must be = to the extract # in The File Header record	
FILLER	9	3	Yes	Use spaces or zeros	
Bill Number	12	8	Yes	Must match the bill ID# used in the bill header record	
Bill Sequence	20	1	Yes	Must match the bill ID seq # used in the bill header record	
FILLER	21	3	Yes	Use spaces or zeros	
Record Type = 16 for billing provider record	24	2	Yes	Record Type must = 16 for billing provider record	
FILLER	26	1	Yes	Use spaces or zeros	
Provider's Federal Tax ID #	27	10	Yes	No Dashes	Uses for the Rolodex lookup
FILLER	37	53	Yes	Use spaces or zeros	
Pay To Name	90	50	Yes		Uses for the Rolodex lookup
Provider Last Name	140	20	Yes	Required if Pay To Name is blank	Uses for the Rolodex lookup
Provider First Name	160	15	Yes	Required if Pay To Name is blank	Uses for the Rolodex lookup
FILLER	175	62	Yes	Use spaces or zeros	
Provider Billing Address	237	50	Yes		Uses for the Rolodex lookup
Provider Billing City	287	30	Yes		Uses for the Rolodex lookup
Provider Billing State	317	2	Yes		Uses for the Rolodex lookup
Provider Billing Zip	319	9	Yes		
FILLER	328	123	Yes	Use spaces or zeros	
TOTAL RECORD LENGTH		450			

**REQUIRED FILE FORMAT AMERISYS's
MEDICAL BILL EXPORT FILE FOR BROWARD COUNTY**

"BILL TRAILER RECORD"

One Bill Trailer Record for **each** medical bill included in the data file transmission to Broward County Risk Mgt is required. In addition, the Bill Trailer Record **must** immediately follow the corresponding billing provider record in the data file.

Data Element	Starting Position	Length	Req'd	AMERISYS Instructions/Notes	STARS Notes
AMERISYS's File Extract ID	1	8	Yes	Must be = to the extract # in The File Header record	
FILLER	9	3	Yes	Use spaces or zeros	
Bill Number	12	8	Yes	Must match the bill ID# used in the bill header record	
Bill Sequence	20	1	Yes	Must match the bill ID seq # used in the bill header record	
FILLER	21	3	Yes	Use spaces or zeros	
Record Type = 90 for billing provider record	24	2	Yes	Record Type must = 90 for billing provider record	
FILLER	26	6	Yes	Use spaces or zeros	
AMERISYS's Flat Fee for processing this bill	32	6.2	Yes	2 Decimal places(RJ/ZF) Right justify/zero fill	Creates a separate transaction for payment to AMERISYS
Total Actual Provider Charges for this bill	40	11.2	Yes	2 Decimal places(RJ/ZF)	STARS captures in the "trans" & "ctrans" tables just not displayed
Total State of FL Fee Schedule Reduction	53	11.2	Yes	2 Decimal places(RJ/ZF)	Trans Misc 1
Total PPO Reduction(if any) for this bill	66	11.2	Yes	2 Decimal places(RJ/ZF)	Trans Misc 2
Total Allowed Fee for this bill(Amount that BC Risk will be paying to the provider)	79	11.2	Yes	2 Decimal places(RJ/ZF)	Trans Amount Paid
FILLER	92	359	Yes	Use Spaces or zeros	
Total Record Length		450			

**REQUIRED FILE FORMAT FOR AMERISYS's
MEDICAL BILL EXPORT FILE FOR BROWARD COUNTY**

"FILE TRAILER RECORD"

One File Trailer Record per each medical bill file transmission to Broward County Risk Mgt and it should be the very last record in the file.

Element Name	Starting Position	Length	Required	Instructions for AMERISYS
AMERISYS's File Extract ID	1	8	Yes	Must be = to extract # in the File Header record
FILLER	9	15	Yes	Use Spaces or zeros
Record Type	24	2	Yes	Record Type must = 99 for the file Trailer
Record Count of Type "10"	26	6	Yes	
Record Count of Type "16"	32	6	Yes	
Record Count of Type "90"	38	6	Yes	
FILLER	44	407	Yes	Use Spaces or zeros
TOTAL RECORD LENGTH		450		

REQUIRED BILL TYPE CODES THAT AMERISYS MUST USE FOR BROWARD COUNTY'S MEDICAL BILL EXPORT FILE

CODES THAT MUST BE USED IN "BILL TYPE" FIELD IN THE BILL HEADER RECORD (starting position 331)	DESCRIPTION	STARS TRANS TYPE
ASC	Ambulatory Surgery Center	1P1A
CHI	Chiropractor	1P1A
DEN	Dentist	1P1A
DME	Durable Medical Equipment	1P1I
HI	Hospital Inpatient - DWC 90/UB 92	1P1B
HO	Hospital Outpatient - DWC 90/UB 92	1P1B
LAB	Laboratory	1P1A
ORT	Orthopedic	1P1A
MIS	Misc Other, i.e. House cleaning, home modifications, autos or anything that does NOT fit into the other bill type codes	1P1G
OUT	Outpatient Provider	1P1A
PHA	Pharmacy	1P1C
PT	Physical Therapy	1P1A
SNF	Skilled Nursing Facility	1P1E
TRN	Transport to medical appts, i.e. Tri Cty or Ambulance Payments	1P1F
HHC	Home Health Care provided by an agency	1P1E

EXHIBIT "A-4"

STARS "PAID DATE" EXPORT FILE LAYOUT

After STARS generates the payment for the electronic medical bill that was received from AMERISYS an electronic data file is sent back to AMERISYS daily that contains a three digit ID for the County, AMERISYS's bill ID # and the date that the County paid the bill. This data file is used to update AMERISYS's medical bill repricing system so that when AMERISYS sends the EDI medical bill information to the State on the County's behalf that this file will contain the required "date paid" data element.

Header and trailer records are not used in this export. This is a very simple fixed length text file.

Or COUNTY and AMERISYS may develop a mutually agreed upon "Date Paid" export file in lieu of the file format below.

DETAIL DATE PAID RECORD FILE FORMAT

Position	Length	Description	Comment/Notes	STARS mapping
1	3	County's ID #		Hardcoded to 029
4	8	AMERISYS's Bill ID #		
12	1	AMERISYS's Seq #		
13	2	Blanks		
15	8	Date Paid by County	YYYYMMDD	Check Paid Date
Total:	23			

Exhibit "B"

Certificate of Payments

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or suppliers name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated _____, 20__

_____ Contractor

By _____
(Signature)

By _____

(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

Exhibit "C"

Price Structure for AMERISYS Services

Pricing	Rate
Notice of Injury (WC1) - Includes Telephonic Intake & Hardcopy FROI to County & Electronic FROI Data File to County	\$ 18.00 Flat Rate
Triage**	\$35.00 Flat Rate
Early Intervention TCM – Per Scope of Services	No Charge
Telephonic Medical Case Management *	\$68.00 per hour
Field Medical Case Management*	\$85.00 per hour
Grievance/Dispute Handling	No Charge
Prospective Review (Diagnostics, etc.)	\$50.00 Flat Rate
Medical Bill Review - Includes screening on all hospital bills; EDI/CPI Reporting to the State; Network Access & Repricing & Electronic Medical Bill Data File to County per Exhibit A-3	\$8.00 Flat Rate
Pharmacy Benefit Program – Includes Bill Review & EDI/CPI Reporting to the State & Electronic RX Bill Data File to County per Exhibit A-3	\$3.50 Flat Rate
Pre-certification (In-Patient) ##	\$100.00 Flat Rate
Pre-certification (Outpatient) ##	\$72.00 Flat Rate
Concurrent Review ##	\$79.00 per hour
Peer Review ##	\$79.00 per hour
Medical Director ##	\$325.00 per hour
Utilization Review ##	\$75.00 per hour
Hospital Bill Auditing (Desktop or In-house at the medical facility) *	\$68.00 per hour
Vocational Rehabilitation Services *	\$85.00 per hour
Return to Work Programs *	\$75.00 per hour

* Denotes Travel & Related Expenses are included in hourly rate

Does not include the cost of Physician Advisors

** 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.

All hourly rates shall be billed in one tenth of an hour increments.

EXHIBIT "D"

**BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
USIS, INC. d/b/a AMERISYS
FOR
WORKER'S COMPENSATION MEDICAL COST CONTAINMENT AND CASE
MANAGEMENT SERVICES**

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and USIS, INC. d/b/a AMERISYS (hereinafter called "Business Associate"), 140 Alexandria Blvd., Suite H, Oviedo, Florida 32765, for Worker's Compensation Medical Cost Containment and Case Management Services, dated _____, hereinafter referred to as the Existing Contract:

IN CONJUNCTION WITH the Existing Contract, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: Definitions.

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR ' 164 [hereinafter called, the "HIPAA Privacy Rule"].

Section 2: Obligations and Activities of the Business Associate.

- 2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.
- 2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.
- 2.3 Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.
- 2.4 Business Associate agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- 2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the County or created or received on behalf of the County by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.
- 2.6 Business Associate agrees to provide access to the County to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR ' 164.524.
- 2.7 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR ' 164.526 in a timely manner.
- 2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the County or created or received on behalf of the County available to the County or to the Secretary of Health and Human Services or designee within five business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.
- 2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR ' 164.528.

- 2.10 Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR ' 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County that are communicated to the Business Associate in writing.
- 3.2 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to the County as permitted by 42 CFR ' 164.504 (e)(2)(i)(B).
- 3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR ' 164.504 (j)(1).

Section 4: Obligations of the County.

- 4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR ' 164.520, to the extent that such limitation may affect Business Associate=s use of Protected Health Information.
- 4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate=s use of Protected Health Information.
- 4.3 The County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the County has agreed in accordance with 45 CFR ' 164.522, to the extent that such changes may affect Business Associate=s use of Protected Health Information.
- 4.4 The County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County.

Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to Contractors designated by the County.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND USIS, INC. d/b/a AMERISYS for WORKER'S COMPENSATION MEDICAL COST CONTAINMENT AND CASE MANAGEMENT SERVICES

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and USIS, INC. d/b/a AMERISYS for Worker's Compensation Medical Cost Containment And Case Management Services, on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same, and _____, duly authorized to execute same on behalf of USIS, Inc.. d/b/a Amerisys.

COUNTY

BROWARD COUNTY

By: [Signature]
Bertha Henry, County Administrator

11th day of June, 2013

Approved as to form by
Office of County Attorney

By: [Signature]
SHARON D. TORSEN (Date)
Assistant County Attorney

WITNESSES:

[Signature]
[Signature]



BUSINESS ASSOCIATE

WITNESSES:

[Signature]
[Signature]

USIS, INC. d/b/a AMERISYS

By: [Signature]
[NAME AND TITLE]

Dated 9 day of MAY, 2013.