



**AGREEMENT BETWEEN BROWARD COUNTY AND CORVEL HEALTHCARE CORPORATION FOR  
MEDICAL COST CONTAINMENT AND NURSE CASE MANAGEMENT SERVICES FOR THE  
WORKERS' COMPENSATION PROGRAM**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and CorVel Healthcare Corporation, a California corporation ("Contractor") (collectively referred to as the "Parties").

**RECITALS**

- A. County seeks the services of a provider of medical cost containment and nurse case management services for its Workers' Compensation program.
- B. Contractor is an experienced and qualified provider of medical cost containment and nurse case management services in Workers' Compensation claims and shall provide an ongoing consulting relationship with County to reduce medical costs arising from employee work accidents and provide assistance in returning injured employees to gainful employment.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Case Management** means 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.
- 1.3. **Contract Administrator** means the Director of Risk Management Division or the Assistant Director of the Risk Management Division, or such other person designated by same in writing.
- 1.4. **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.5. **FROI** means First Report of Injury or Illness.
- 1.6. **Medical Bill Review** means Contractor's bill review service that provides auditing of provider, application of specific state fee schedules and contracted rates for physician,

ambulatory surgical center, durable medical equipment, laboratory, diagnostics, hospital, and pharmacy bills, and reviewing appropriate utilization.

1.7. **Medical PPO Network** means Contractor's direct contracted providers, as well as any and all other medical networks that Contractor accesses on behalf of the County, pursuant to access contracts through and with the Contractor.

1.8. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.

1.9. **Nurse Case Manager** means a registered nurse possessing one or more of the following nationally accepted standards: certified nurse case manager, certified rehabilitation registered nurse, certified disability management specialist, certified rehabilitation counselor, and certified vocational evaluator.

1.10 **Pharmacy PPO Network** means Contractor's direct contracted providers, as well as any and all other pharmacy networks that Contractor accesses on behalf of the County, pursuant to access contracts through and with the Contractor.

1.11. **Purchasing Director** means County's Director of Purchasing.

1.12 **Riskconnect Enterprise** means the Risk Management Information System (RMIS) utilized by County's Risk Management Division in the administration of all Workers' Compensation claims brought against County.

1.13 **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.

1.14 **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

1.15 **Telephonic Nurse Case Manager** means 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.

1.16 **Workers' Compensation** means mandatory insurance coverage required by Chapter 440, Florida Statutes, that provides benefits to injured employees for medical expenses, disability or death.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit A-1</b>	<b>File Format for the First Report of Injury (FROI) Data File</b>
<b>Exhibit A-2</b>	<b>File Layout and Mapping Information for County's New Claim File Exports Back to Contractor</b>
<b>Exhibit A-3</b>	<b>Human Resources File Layout from County's Riskconnect Enterprise System to Contractor</b>
<b>Exhibit A-4</b>	<b>Workers' Compensation Informational Brochure and Packet</b>
<b>Exhibit A-5</b>	<b>Case Management File Layout for County's Riskconnect Enterprise System</b>
<b>Exhibit A-6</b>	<b>Required File Format for Contractor's Medical Bill Export File for County</b>
<b>Exhibit A-7</b>	<b>County Riskconnect Enterprise "Paid Date" Export File Layout</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Certification of Payments to Subcontractors and Suppliers</b>
<b>Exhibit F</b>	<b>Optional Services</b>

## ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. Contractor 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 except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services") outlined in Exhibit F, County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D, executed by Contractor and County pursuant to this section, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work

Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. **Term.** The term of this Agreement begins on July 1, 2019 ("Effective Date") and, unless terminated earlier or extended as provided for in this Agreement, will continue for three (3) years, ending 11:59 p.m. on June 30, 2022 ("Initial Term").

4.2. **Extensions.** County has the option to renew this Agreement for up to two additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise each renewal option.

4.3. **Additional Extension.** In the event of unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no renewal option is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed twelve (12) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board. The Purchasing Director may exercise this extension by giving written notice, stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. **Extension Rates and Terms.** For any additional extension beyond the Initial Term or any Extension Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. **Time of the Essence.** Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed no later than the end of the then-current term. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

## ARTICLE 5. COMPENSATION

5.1 Fee for Services. Payment shall be made only for Services actually performed and completed pursuant to this Agreement in the amounts stated in Exhibit B, which amounts shall be accepted by Contractor as full compensation for all such Services. All of Contractor's out-of-pocket costs and expenses to perform the Services shall be solely paid by Contractor and none are reimbursable by County.

5.2 Method of Billing and Payment.

- 5.2.1 Contractor may submit requests for compensation as described in Exhibit A, no more often than on a monthly basis, but only after the Services for which the requests for compensation have been completed. Requests for compensation must be submitted in invoice form which shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. If Contractor subcontracts any Services under this Agreement, Contractor shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit E). The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.
- 5.2.2 Any request for compensation or invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services.
- 5.2.3 County shall pay Contractor within thirty (30) days of receipt of Contractor's request for compensation or proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all requests for compensation or invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form, if applicable, and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.
- 5.2.4 Contractor shall pay Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the

Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3 Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061 or that have not been approved in writing in advance by the Contract Administrator.

5.4 Subcontractors. Contractor shall invoice all Subcontractor fees, whether paid on a “lump sum” or other basis, to County with no markup. All Subcontractor fees shall be invoiced to County in the actual amount owed by Contractor.

5.5 Withholding by County. 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 that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

#### **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor’s legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor’s proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3 Representation of Licensure and Accreditation. Contractor represents and warrants that it meets the requirement as a healthcare cost containment provider consistent with and as provided in Section 440.134, Florida Statutes.

6.4 Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**6.5 Truth-In-Negotiation Representation.** Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**6.6 Public Entity Crime Act.** Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 Contractor has been placed on the convicted vendor list.

**6.7 Discriminatory Vendor and Scrutinized Companies Lists.** Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

**6.8 Warranty of Performance.** Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**6.9 Domestic Partnership Requirement.** Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

**6.10 Breach of Representations.** In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations and warranties of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false,

County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from the compensation due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

#### **ARTICLE 7. INDEMNIFICATION**

Contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. 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 Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

#### **ARTICLE 8. INSURANCE**

8.1 For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2 Contractor shall ensure that "Broward County" is listed as an additional insured on all policies required under this article.

8.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.



8.4 Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or Insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5 Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6 If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

8.7 Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8 Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9 Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

8.10 In the event Contractor or any Subcontractor fails to maintain the insurance required by

this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide evidence of each Subcontractor's compliance with this article.

8.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

**RISK MANAGEMENT'S INSURANCE REQUIREMENT EXHIBIT TEMPLATE TO BE INCORPORATED INTO COUNTY CONTRACTS AS EXHIBIT (SEE ATTACHED)**

**ARTICLE 9. TERMINATION**

9.1. 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 receipt of 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 and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Contractor's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2. If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to

Section 287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

9.2.3. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.4. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD 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 Contractor during the procurement or the performance of this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In the event this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

9.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. 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. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy

provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.4 County may require participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD

10.5 The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modification do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Contractor in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Contractor and its agents; in the event the Services are determined not to be a work for hire, Contractor hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become

the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3. Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor.

Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7232 , MTHORN@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 218, FORT LAUDERDALE, FLORIDA 33301.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with three (3) business days' advance notice.

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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Contractor

nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither Contractor 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.

11.9. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Risk Management Division  
Attn: Wayne Fletcher, Director  
Governmental Center, Room 218  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: wfletcher@broward.org

**FOR CONTRACTOR:**

CorVel Healthcare Corporation  
Attn: Legal Department  
2010 Main Street Suite 600  
Irvine CA 92614  
Email address: Corporate\_Legal@corvel.com

**11.10. Subcontracting and Assignment.** Corvel Enterprise Comp, Inc. is approved by County as a Subcontractor to provide Services. Contractor must obtain the written approval of the Contract Administrator prior to using any other Subcontractor. Contractor shall bind each and every approved Subcontractor to the terms and conditions stated in this Agreement. Except for any further subcontracting approved by County in accordance with this Agreement, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any purported assignment by Contractor without the prior written consent of County is void and ineffective. In addition to any other rights at law or in equity that County may have if Contractor violates this provision, County shall have the right to immediately terminate this Agreement.

**11.11. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor 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 that 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 Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**11.12. Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.



11.13. Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.14. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. Law, 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event Contractor 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 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.22. Payable Interest

11.22.1. Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

11.25. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

(The remainder of this page is 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 \_\_\_\_ day of \_\_\_\_\_, 2019, and Contractor, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by Broward County Risk Management Division:

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

By: Wayne Fletcher  
Name: WAYNE FLETCHER  
Title: DIR. RISK MGT. 3/21/19

By: [Signature] 3/21/19  
Dan Dimatteo (Date)  
Assistant County Attorney

By: [Signature] 3/21/19  
Danielle W. French (Date)  
Deputy County Attorney

DWF/dmv  
corvel agreement-final - 3-18-19  
03/18/2019

AGREEMENT BETWEEN BROWARD COUNTY AND CORVEL CORPORATION FOR MEDICAL COST  
CONTAINMENT AND NURSE CASE MANAGEMENT SERVICES FOR THE WORKERS'  
COMPENSATION PROGRAM

CONTRACTOR

WITNESSES:

CORVEL HEALTHCARE CORPORATION

*Louie McAlister*  
Signature

By: *[Signature]*  
Authorized Signor

Louie McAlister  
Print Name of Witness above

Brandon O'Brien CFO  
Print Name and Title

*Jackie Heckerhorn*  
Signature

20 day of March, 2019

Jackie Heckerhorn  
Print Name of witness above

ATTEST:

*Shawn Connor*  
Corporate Secretary or other person  
authorized to attest

CORVEL HEALTHCARE CORPORATION

(CORPORATE SEAL OR NOTARY)



## EXHIBIT "A" SCOPE OF SERVICES

### FIRST REPORT OF INJURY ("FROI") REPORTING INTAKE SERVICES

1. Contractor shall provide a toll-free dedicated telephone number for the reporting of Workers' Compensation claims 24 hours per day, seven days a week (24/7/365) including all holidays. Contractor must provide sufficient staff to answer and handle all incoming calls and complete all FROI forms. Contractor is responsible for ensuring that this phone number is re-routed in the event of a disaster such as, but not limited to, hurricanes, earthquakes, labor strikes, or other casualties caused by nature, or war in order to provide 24/7/365 availability.
2. Intake of the FROI information shall be completed by Contractor's intake coordinator via phone calls received from County's adjuster(s), injured worker's supervisor, or the injured worker. The intake coordinator shall document all information to ensure the completion of the FROI (DFS-F2-DWC-1) document. The information includes, but is not limited to, the following: injured employee's name, residential address (should accept only street addresses, P.O. Boxes are not to be utilized), home phone number, cell phone number, Social Security number, date and time of accident, job title, date of birth, description of accident, employing County division name and address with corresponding location number as shown in Exhibit A-1, supervisor name of injured employee, supervisor phone number, and supervisor email address. The intake coordinator must also document the "Received by Date" of the claims handling entity and the "Date First Reported," the company name, address, phone number, and federal identification number. The intake coordinator shall assign the correct National Council of Compensation Insurers ("NCCI") cause, nature of injury, & body part codes as shown in Exhibit A-1, including any future code changes that NCCI may make. In addition, if the injured employee is not requesting medical care at the time of the FROI intake, the intake coordinator must indicate "**No Treatment**" in the hospital or clinic name field on the FROI.
3. Contractor 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 Riskconnect Enterprise system. The electronic FROI shall be made available on Contractor's Secure File Transfer Protocol ("SFTP") site for downloading, twice every week day, at 9:00 A.M. and 2:00 P.M., Monday through Friday. The Parties mutually agree that they may change these designated times in writing and with sufficient notice. If County requires Contractor to make changes to data file formatting referenced herein, Contractor must first provide to County, for its review and approval, a written estimate which shall include, but is not limited to, the number of work hours and the description of tasks for developing additional systems programming necessary for providing changes to the data file format. Following County's approval of Contractor's written estimate, Contractor shall complete work within six (6) weeks from the time Contractor receives County's request for change. Contractor shall be compensated at the hourly rate set

forth in Exhibit B for all finalized and completed systems programming work that had been required in writing by County.

4. If the injured employee requires medical treatment, Contractor shall direct the injured employee to an approved network medical provider and send a written authorization for medical treatment to the approved medical network provider. Contractor shall also mail the prescription card to the injured employee at the residential address he/she provided on the FROI. Contractor shall send the FROI by electronic format to the injured employee's supervisor and to the Risk Management Division at RMDFNOI@broward.org. Contractor will inform the injured worker of needed First Fill information relating to the name and toll-free telephone number of the Pharmacy Benefit Manager to include the County's group and BIN numbers.
5. County shall provide to Contractor an electronic data file consisting of new claims information generated from the daily electronic FROI reports received from Contractor as described in Exhibit A-2. The file shall contain basic claim information that includes, but is not limited to, the following: claim number, County adjuster name. County will transfer this file to Contractor's SFTP site for Contractor to update their system(s) with County's assigned claim numbers. If County requires Contractor to make changes to data file formatting referenced herein, prior to commencing to make any changes, Contractor shall provide to County, for its review and approval, a written estimate which shall include, but is not limited to, the number of work hours and the description of tasks for developing additional systems programming necessary for providing changes to the data file format. Following County's approval of Contractor's written estimate, Contractor shall complete work within six (6) weeks from the time Contractor receives County's request for change. Contractor shall be compensated at the hourly rate set forth in Exhibit B for all finalized and completed systems programming work that had been required in writing by County.
6. No less than once per week, County will provide an electronic data file containing the injured employee's human resource information in the format specified in Exhibit A-3. The file will be placed on Contractor's SFTP site for import. The human resource file shall contain basic employee information that includes, but is not limited to, injured employee's full name, home address, Social Security number, date of birth, work phone number, job title, hourly rate of pay, employment hire date, Workers' Compensation class code, and employee identification number. If County requires Contractor to make changes to data file formatting referenced herein, prior to making any changes, Contractor shall provide to County, for its review and approval, a written estimate which shall include, but is not limited to, the number of work hours and the description of tasks for developing additional systems programming necessary for providing changes to the data file format. Following County's approval of Contractor's written estimate, Contractor shall complete work within six (6) weeks from the time Contractor receives County's request for change. Contractor shall be compensated at the hourly rate set forth in Exhibit B for all finalized and completed systems programming work that had been required in writing by County.

7. Upon County's written authorization, Contractor shall mail out the Workers' Compensation informational brochure packet supplied by County as shown in Exhibit A-4, to the injured employee's residential home address within four (4) business hours of the completion of the FROI. If Contractor performs this service without County's written authorization, Contractor understands that it does so at its own risk and that no payment of compensation shall be paid by County for any of Contractor' unauthorized services.
8. Contractor shall send by electronic format to [RMDFN0I@Broward.org](mailto:RMDFN0I@Broward.org) the completed FROI (DFS-F2-DWC-1) in WORD document form within one (1) hour after intake. A maximum of two (2) business hours shall be allowed to accommodate unusual times when there is an increase in volume of claims that may accrue after business hours, on weekends, or on holidays.

**I. PREFERRED PROVIDER NETWORKS**

1. The Medical and Pharmacy PPO Networks will include a comprehensive panel of health care providers and health care facilities which have contracted with Contractor (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. Contractor shall refer an injured employee to a network medical provider at the time of intake as provided under this Agreement. Contractor shall consider the geographic location, hours of operation, and availability of after-hour care in the selection of a provider to reduce the injured employee's travel time and time away from work, and to promptly return the injured employee back to his/her work 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. Contractor shall establish medical providers and/or medical provider groups in defined service areas. The medical providers and medical provider groups shall have the capacity to fully and sufficiently serve, through delivery of all medical services or appropriate referral for services through the medical and pharmacy PPO networks, all current and future County employees, for the term of this Agreement.
  - C. Contractor shall have legally valid written agreements with the Medical and Pharmacy PPO Networks and providers.
  - D. Emergency care must be 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. Contractor shall assign a grievance coordinator and provide procedures for hearing complaints from injured employees relating to disputes arising from medical care provided through the Medical or Pharmacy PPO network. The grievance coordinator shall: acknowledge the receipt of the complaint within 24 hours; determine a resolution on the grievance within seven (7) days after receipt of the complaint; and inform the injured employee, County's Contract Administrator, and the medical provider, in writing, within five (5) days after the determination. Upon request by County or an injured employee, Contractor shall provide the name and toll-free telephone number of the grievance coordinator.
4. Contractor shall maintain a log of all disputes reported to Contractor, which shall 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 shall be maintained within the Medical PPO Networks to address inappropriate or substandard provision of services. A toll-free telephone number to the Contractor's administrative offices shall be provided to County for ease in reporting such issues.
6. Contractor shall provide County staff with access to the Medical PPO Network directories via the Contractor's website. County's Contract Administrator shall notify Contractor of any providers that need to be added to the Medical PPO Network and Contractor shall use its best efforts to accommodate County request. Contractor 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. Contractor shall also provide County with the ability to access this information on Contractor's website.
7. Contractor shall notify County of any expansion or development of Contractor's Medical PPO Networks and shall provide County immediate access to the providers.
8. During the term of this Agreement, County may go outside Contractor's PPO Network if a required specialist does not exist in the appropriate geographic area in Contractor's PPO network.

### **III. NURSE CASE MANAGEMENT SERVICES**

1. For the purposes of this Agreement nurse case management shall mean the, coordination, control of the treatment, direction, support, and assistance given to the injured worker. Nurse case management services shall comply with all requirements of law and County requirements. Nurse case management services are to be performed by a Nurse Case Manager. The Nurse case management services shall be provided as follows:

- a. Upon receipt of written task assignment from County claims adjuster or claims manager, the vendor shall initiate the assigned nurse case management services.
2. Contractor shall provide, and County shall approve, a panel of licensed telephonic and field Nurse Case Managers in the Broward, Palm Beach, and Miami-Dade County areas.
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 Contractor's Nurse Case Managers or any of Contractor's personnel meant to replace any County insurance adjuster's related duties or responsibilities, but such tasks or duties undertaken by Contractor 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 shall contact the County claims adjuster immediately via e-mail upon the occurrence of 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 workers regarding their 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. Contractor shall provide all County claims adjusting staff with on-line access to training in the use of Contractor's case management system.
6. Contractor shall prepare reports regarding medical case management utilization in a format, content, and at a frequency that is to be mutually agreed upon between Contractor and County.
7. The Nurse case management services provided by Contractor to injured workers, of the County, are limited to the functions and/or number of hours assigned by County claims adjusters or claims manager. Examples of written task assignments are provided below:
  - Coordination and referral to network medical providers;
  - 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 which may require County claims adjuster involvement;
- Provide regular reports to the County claims adjuster to assist them in the management of the claim;
- Work with the employer to identify a medically appropriate job;
- Referral to utilization review specialists as appropriate for pre-certification or retrospective reviews with County claims adjuster approval;
- Discharge planning following hospitalization;
- Long term care assessment;
- Life care planning evaluations.

8. Assignment of additional nurse case management:

If County requires nurse case management services beyond that set forth in the initial task assignment, only the County's Workers' Compensation manager, or designee, may authorize Contractor to perform additional Case Management services. The County's Workers' Compensation manager, or designee, will provide to Contractor, a written task assignment which details the additional tasks and/or the authorized number of additional Case Management service hours. Immediately, after Contractor's receipt of the written assignment, Contractor shall perform all additional Case Management services and/or hours of work as provided in County's written task assignment.

Any nurse case management tasks or additional service hours incurred by Contractor, beyond what is specifically provided in County's written task assignment, are deemed unauthorized by County. County will not be responsible for any unauthorized nurse case management services and/or hours of Contractor's work.

9. Vocational Rehabilitation Services. Following receipt of a written task assignment issued by a County claims adjuster that details the vocational rehabilitation services and or hours of vocational rehabilitation services to be provided, Contractor 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 Survey
  - I. Automated transferable skills analyses
  - J. Vocational testimony
  - K. Social Security disability insurance (“SSDI”) benefit procurement
10. Agreed upon Case Management fees listed in Exhibit B Payment Schedule shall be provided in an electronic file in the format specified in Exhibit A-5. The electronic case management file shall be made available on Contractor’s SFTP site. If County requires Contractor to make changes to data file formatting referenced herein, Contractor must first provide to County, for its review and approval, a written estimate which shall include, but is not limited to, the number of work hours and the description of tasks for developing additional systems programming necessary for providing changes to the data file format. Following County’s approval of Contractor’s written estimate, Contractor shall complete work within six (6) weeks from the time Contractor receives County’s request for change. Contractor shall be compensated at the hourly rate set forth in Exhibit B for all finalized and completed systems programming work that had been required in writing by County.

#### **IV. REVIEW SERVICES**

1. Upon receipt of a written task assignment provided by a County claims adjuster, which will detail the scope and extent of a utilization review assignment which may include a limitation of hours, Contractor shall provide utilization review services to County. Contractor’s utilization review services consist of the following:

Based on mutually agreed upon and accepted third party guidelines, Contractor’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 Contractor’s medical review program, actual treatment rendered is monitored on an ongoing basis to assure compliance with pre-authorized treatment. Services rendered which exceed established parameters will be disallowed and unpaid by County at the time the bill is reviewed for fee schedule compliance.

2. Upon receipt of a written task assignment provided by a County claims adjuster which details the scope and extent of the pre-admission certification review services,

Contractor shall provide pre-admission certification services to County within forty-eight (48) hours. Contractor'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. Contractor's staff of utilization review nurses and reviewers, assisted by an automated medical rules/protocols system and backed up by physician consultants, shall individually evaluate all assigned hospital admissions received from County claims adjusters. Pre-admission certification review services shall be completed within two (2) business days as referenced above.

3. Pre-admission 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.
4. Documentation of all utilization review activities in the form of written correspondence shall be provided to the County claims 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**

1. Contractor shall provide hospital, provider, and pharmacy bill audit/review services and County shall refer all workers' compensation medical bills to Contractor during the term of this agreement.
  - A. Any paper or electronic bills received by County from physicians, ambulatory surgical centers, durable medical equipment, laboratories, diagnostic facilities, and hospitals shall be forwarded to Contractor's servicing office located at: PO BOX 6966, Portland, OR 97228.
  - B. Contractor shall collect all medical bills and reports directly from the medical providers. Contractor shall provide County's claims adjusters with online access to view both scanned medical bills & medical reports for their assigned claims and those of vacationing co-workers, which should include the ability to perform online approvals or disapprovals.

- C. Contractor shall scan and store all medical bills and associated medical reports/notes online. Contractor shall re-price all medical bills using Contractor's medical bill review system within five (5) business days after receipt of all necessary billing information from County or directly from the medical providers. Contractor shall provide to County, via Contractor's SFTP 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.
- D. Each associated EOR must be its own file and have the following file name format: Claim Number EOB Number\_EOB.pdf.
- E. Each associated payment authorization note must be its own file and have the following file name format: Claim Number EOB Number\_comments.pdf.
- F. 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.
- G. Contractor shall provide to County an electronic interface of the re-priced medical bills and an electronic interface of the re-priced RX bills including Contractor's bill processing fee in the required file format as depicted in Exhibit A-6. Contractor will make these files available to County via Contractor's SFTP Site daily at a mutually agreed upon time. If County requires Contractor to make changes to data file formatting referenced herein, Contractor must first provide to County, for its review and approval, a written estimate which shall include, but is not limited to, the number of work hours and the description of tasks for developing additional systems programming necessary for providing changes to the data file format. Following County's approval of Contractor's written estimate, Contractor shall complete work within six (6) weeks from the time Contractor receives County's request for change. Contractor shall be compensated at the hourly rate set forth in Exhibit B for all finalized and completed systems programming work that had been required in writing by County.
- H. Contractor shall also include medical bill audit/bill review fees listed in Exhibit B Payment Schedule in the electronic file in field(s) indicated in the format specified in Exhibit A-6. If County requires Contractor to make changes to data file formatting referenced herein, Contractor must first provide to County, for its review and approval, a written estimate which shall include, but is not limited to, the number of work hours and the description of tasks for developing additional systems programming necessary for providing changes to the data file format. Following County's approval of Contractor's written estimate, Contractor shall complete work within six (6) weeks from

the time Contractor receives County's request for change. Contractor shall be compensated at the hourly rate set forth in Exhibit B for all finalized and completed systems programming work that had been required in writing by County.

- I. Within three (3) business days after receipt of bills from Contractor, County shall review all such bills and notify Contractor, via email, of the Contractor Bill ID number if 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.). Contractor will re-evaluate the bill within two (2) business days after receiving notice of the correction. The new revised bill will then be included in the next scheduled electronic Medical Bill Review interface for County. Contractor shall also return the new reviewed EOR with the new bill ID number electronically.
- J. Within three (3) business days after receipt of pharmacy bills from Contractor, County shall review all such bills and notify Contractor, via email, of the Contractor Bill ID number in the event an entire bill is denied, a specific medicine is denied, or an unauthorized physician has prescribed medication and is thus denied. Contractor shall then re-evaluate the bill within two (2) business days of receiving notification of denial. The new revised bill must then be included in the next scheduled electronic Medical Bill Review interface for County. Contractor shall also return the new reviewed EOR with the new Bill ID number electronically.
- K. Agreed upon duplicate bill or zero bill fees listed in Exhibit B Payment Schedule shall be provided in an electronic file in the format specified in Exhibit A-6. If County requires Contractor to make changes to data file formatting referenced herein, Contractor must first provide to County, for its review and approval, a written estimate which shall include, but is not limited to, the number of work hours and the description of tasks for developing additional systems programming necessary for providing changes to the data file format. Following County's approval of Contractor's written estimate, Contractor shall complete work within six (6) weeks from the time Contractor receives County's request for change. Contractor shall be compensated at the hourly rate set forth in Exhibit B for all finalized and completed systems programming work that had been required in writing by County.

## 2. BILL REPORTING TO THE STATE OF FLORIDA VIA EDI

- A. On County's behalf, Contractor shall submit to the Florida Division of Workers' Compensation all information required for audited or 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 EDI rules or requirements are amended by the State of Florida, Contractor agrees to implement all changes within the State's new time frames at no additional cost to the County.

- B. County is responsible for providing to Contractor via the Contractor SFTP site an electronic file as described in Exhibit A-7 containing the full Contractor Bill ID number and the date on which County paid the bill (defined as the date County mails, transfers or electronically transmits payment to the healthcare provider). County accepts that the amount paid in the State EDI file will be reported from Contractor's recommended payment field. County shall transmit this Date Paid file to Contractor's SFTP Site daily. County shall provide Contractor with the complete and accurate Date Paid information for all paid bills. Contractor shall not be responsible for bills for which Contractor did not receive accurate and complete Date Paid information.
  - C. Contractor is responsible for updating its 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, Contractor shall show the amount paid as \$0.00 and use the date that Contractor mailed the EOR the bill as the paid date in the State EDI file.
  - D. Contractor shall 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 basis that may be required or requested by the State, or if no basis is required or requested by the State, on a weekly basis. Contractor shall notify County via email of all error rejections received by Contractor from the State within five (5) days of receipt of same.
  - E. Contractor shall reimburse County for any and all fines and or penalties assessed by State due to Contractor's failure to successfully transmit each bill in compliance with the law and the applicable provisions of the Florida Administrative Code. Contractor 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. If Contractor is unable, due to a catastrophic event, to electronically transmit information to the State EDI file as required under this Agreement, the parties agree to follow the Workers' Compensation transmittal rules provided under Rule 69L-7.602 of the Florida Administrative Code.
- 3. In the case of hospital bills, Contractor shall submit any non-network bill of \$10,000 (Ten Thousand Dollars and Zero Cents), or above to Ceris, a hospital review billing system owned and operated by Contractor. All Medical PPO and Non-PPO providers must undergo review under Ceris.
  - 4. The hospital, provider, and pharmacy audits shall be completed within five (5) business days of receipt of hospital bills by Contractor, unless Contractor 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. Contractor shall be responsible for monitoring and identifying 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 Contractor will be handled directly by Contractor in accordance with Florida Administrative Code, Rule 59A-31, Resolution of Workers' Compensation Reimbursement Disputes.

#### **VI. HOSPITAL BILL AUDITING SERVICES**

Upon receipt of a written task assignment provided by a County claims adjuster, which details the scope and extent of hospital bill auditing services, Contractor 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 Ceris review.
  - B. Payment for Ceris Audits will be billed separately per the Pricing Structure as depicted in Exhibit B.

**VI. CONTRACTOR'S PHARMACY BENEFIT PROGRAM**

**PHARMACY BENEFIT PROGRAM ("PBM")  
TERMS AND CONDITIONS**

**I. DESCRIPTION OF SERVICES.**

- (a) Contractor shall be the exclusive provider of a pharmacy program inclusive of a PBM, and a provider network representing participating pharmacy providers, that are each obligated upon, and after identification of a participant within Contractor's PBM to:
  - a. Accept a contracted rate; and
  - b. Apply mandated processes and Contractor's formulary and concurrent drug utilization review program at point-of-service before dispensing prescribed medications.
- (b) In addition, Contractor provides pharmacy audit, review and payment services.

**II. DEFINITIONS.**

- (a) AWP shall mean the Average Wholesale Price for a Brand or Generic Drug product which is based off the listed AWP price on Medi-Span at such date the prescription is filled; and on which the Contractor establishes its Customer pricing.
- (b) AWP Discount shall mean the PBM discounts Contractor applies, per Customer's negotiated rates, to Covered Brand and Generic Drug Products, Compound Drugs and Specialty Meds.
- (c) Brand Drug shall mean a Covered Drug defined as a brand name drug in PBM proprietary Generic Code Conversion ("GCC") logic. In the adjudication process, Contractor applies Customer's negotiated Brand Drug discount rate to the AWP value of Covered Brand Drugs.
- (d) Concurrent Drug Utilization Review ("DUR") shall mean the algorithm systematically applied at a Participating Pharmacy before dispensing, which considers the Presenting Drug's safety and efficacy in context with other drugs that have been dispensed.
- (e) Covered Drug means the Drug Product that is processed through Contractor's PBM.
- (f) Emergency Fill means a limited supply of covered drugs that are outside of the

formulary and typically dispensed outside of normal business hours (overnight, weekends, or holidays) by a participating pharmacy without Customer's or Contractor's approval in order to meet, in the pharmacist's professional judgment, an immediate or urgent need.

- (g) First Fill means a prescription filled by a participating pharmacy for a limited supply of covered drug for a claim that may not, at the time, be eligible. First Fill transactions follow Contractor's First Fill formulary. First Fills on denied Workers Compensation claims are at no cost to County; however, on compensable Workers' Compensation claims, County will be charged for First Fills pursuant to Contractor's pharmacy schedule.
- (h) Formulary means drug/drug class and brand/generic specific triggers systemically applied at a participating pharmacy before dispensing a Presenting Drug that prompts the pharmacy through its adjudication system to either: dispensing the Presenting Drug, convert from brand to generic, attain approval to dispense, or deny the Presenting Drug outright.
- (i) Generic Drug means a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that (i) is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient; and (ii) defined as a generic drug in PBM proprietary Generic Conversion ("GCC") logic.
- (j) GCC means PBM proprietary generic conversion. GCC logic converts Medi-Span codes to the brand and generic codes used for claims adjudication.
- (k) Mail Order Program or Home Delivery Program means the managed program from which Covered Drugs are dispensed and billed through Contractor's PBM.
- (l) Multi Source Brand means a Covered Drug specified as a brand name drug available from more than one manufacturer, as determined by Contractor primarily using a combination of data fields provided to Contractor by Medi-Span (or another nationally available reporting source that may be selected by Contractor). Multi Source Brand Drugs are eligible for conversions to Generic Drugs at the Participating Pharmacy.
- (m) Multi Source Generic means a Covered Drug specified as a multi-source generic drug as determined by Contractor primarily using a combination of data fields provided to Contractor by Medi-Span (or another nationally available reporting source that may be selected by Contractor). Generic Drugs in their six month exclusivity period or limited supply drugs may be excluded from Multi Source Generic Drugs.

- (n) PBM means Pharmacy Benefits Manager. Contractor performs as the PBM on behalf of its Customers.
- (o) Presenting Drug means the drug ordered by the prescriber and presented on a signed prescription to a Participating Pharmacy and processed through Contractor's PBM.
- (p) Single Source Brand means a Covered Drug specified as a brand name drug available from only one manufacturer, as determined by Contractor primarily using a combination of data fields provided to Contractor by Medi-Span (or another nationally available reporting source that may be selected by Contractor). Single Source Brand Drugs are not eligible for conversions to Generic Drugs.
- (q) Single Source Generic means a Covered Drug as determined by Contractor that may not have been purchased by pharmacies at standard Multi Source Generic Drug rates because of limited manufacturers, limited supply or exclusivity rights. Customer's Brand Drug AWP Discount value may be applied to Single Source Generic Drugs.
- (r) Specialty Medications means certain pharmaceuticals, biotech or biological drugs that are Covered Drugs used in the management of chronic or genetic disease, including but not limited to injectable, infused, or oral medications, or products that otherwise require special handling.
- (s) State Fee Schedule AWP Value means the value of a Covered Drug calculated using brand and generic drug multipliers from a state's posted AWP fee schedule (AWP value plus/minus the listed percentages) and the state's posted dispensing fee. For PBM pricing, Contractor does not honor any other values or indices that may apply under an applicable state's fee schedule.

### **III. DELIVERY OF SERVICES.**

- (a) Contractor shall provide its Pharmacy Program's PBM and Network for the benefit of Customer.
- (b) Pharmacy ID cards contain the necessary data elements to enable a Participating Pharmacy provider to electronically process through and transmit claim data to Contractor's PBM. The electronic transmission that occurs at the point of sale is required for application of Formulary. Concurrent Drug Utilization Review and contractual pricing.
  - a. County agrees to promptly provide Contractor all information needed to produce and distribute Pharmacy ID Cards to injured employees. An injured employee's information may include, but is not limited to claimant name,

address, social security number, cell phone number, home phone number, and email address.

- b. Subject to applicable law. Customer shall require the injured employee to use the Pharmacy ID cards at participating network provides in order to facilitate the pharmacy program. Also, County agrees to require the use of pharmacy network participating providers by injured employees as appropriate.
  - c. Distribution of Pharmacy ID Cards does not guarantee that Pharmacy ID cards will be appropriately utilized by injured employees or participating pharmacies, therefore, County understands that claims assigned by pharmacies to third party billers or paper bills submitted by the pharmacies are not adjudicated through the prospective PBM.
  - d. Contractor, at its sole expense, agrees to produce and distribute Pharmacy ID cards to eligible injured employees upon receipt of injured employee's information from County. Contractor will also send an introduction letter to the injured employee along with the Pharmacy ID card.
  - e. At the initial stage of injury, a claimant shall be issued a temporary Pharmacy ID (First Fill) card or processing data may be shared with the dispensing pharmacy for an initial, one (1) time purchase of a pharmaceutical product with a recommended course of no longer than fourteen (14) days, or any limits of time established by County.
  - f. Contractor will provide access for injured employees to the PBM Mail Order Program. Contractor will work with County to establish the parameters of the Mail Order Program and the process which will be utilized to encourage injured employees' use of the Mail Order Program.
- (c) Contractor's PBM will present and tailor a proprietary Formulary to County. Upon presentation of identification to a participating pharmacy, the Formulary will trigger the participating pharmacy's adjudication system to either:
- a. Automatically dispense certain medications;
  - b. Attain prior authorization (PA) approval from Contractor to dispense;
  - or
  - c. Deny the medications outright.

In addition to County's Formulary, the injured employee's Formularies can be built at the claim level upon County Claim Adjuster's request.

- (d) Contractor's PBM will implement a concurrent drug utilization review program on

behalf of County, with permitted program edits as directed by County. Concurrent drug utilization review shall include a review of the drug history at the time the prescription is presented unless County's directs otherwise. Concurrent drug utilization reviews shall be performed in accordance with Contractor's PBM's standard service model.

- (e) For specialty medications, County's Claims Adjuster approval is required, and County's Brand Drug AWP discount value and dispensing fee will apply irrespective of the Presenting Drug's GCC (Generic Code Conversion) status.

#### **IV. BILLING AND PAYMENTS OF PHARMACY PROGRAM.**

- (a) Financial obligations of parties.
  - (i) County shall be financially responsible for all drug charges incurred by injured employees for dispensed medications processed under Contractor's PBM. Contractor assumes no liability for drug charges with the exceptions noted below in subsection iii.
  - (ii) If the County Claims Adjuster determines, upon receipt of Contractor's PBM invoice that specific formulary and non-formulary drugs should not have been disposed, the County Claims Adjuster should inform the PBM as soon as possible.
    - Upon receipt of such information from County, the PBM will request a reversal from the Participating Pharmacy. If granted, Contractor will reverse the drug charges. If the Pharmacy does not grant the PBM's request, County is responsible for payment of the drug charges. Contractor assumes no liability for drug charges with the exceptions noted below in subsection( iii).
    - At the request of the County Claims Adjuster, , Contractor's PBM will include the specific prohibition triggering the request for the reversal in the injured employee's Formulary so that the injured employee's Formulary will block subsequent re-fills from processing.
  - (iii) Within five (5) days after receipt of an invoice, the County Claims Adjuster may dispute charges for drugs that were dispensed in error, triggering Contractor's PBM to reverse the drug charges by notifying Contractor for any of the following reasons:

- Contractor's PBM and/or the participating pharmacy's violation of Formulary or utilization review parameters set forth in County's drug utilization review program or in the injured employee's Formulary; or
- Duplicate or inadvertent entries or other clerical mistakes on a PBM invoice.

**(b) Invoicing and Payment**

(i) On a per Covered Drug basis and directly to the claim file, Contractor will invoice County daily for all drug charges and fees related to the PBM.

(ii) County payment shall be due with thirty (30) days of the date of Contractor's invoice. Invoices will reasonably detail the computation of the charges and fees owed.

(c) Contractor uses the Medi\_Span AWP at pre-settlement levels. To maintain pricing neutrality Contractor applies the established multiplier to impacted Covered Drugs.

(d) Relative to state pharmacy fee schedules, Contractor will apply that the lesser of County's negotiated PBM AWP Discount rate or the applicable State Fee Schedule AWP Value with the one exception to the extent that the State Fee Schedule AWP Value in any state is less than Contractor's Acquisition Price. Contractor will apply its acquisition price.

(e) Relative to County's negotiated PBM AWP Discount rates, Contractor will apply the negotiated rates unless the following exceptions apply.

(i) Contractor applies Contractor's acquisition price on transactions for which Customer's negotiated PBM AWP Discount rate is lower than Contractor's Acquisition Price.

(ii) Compound Drugs shall be systematically identified when processing through the PBM via the Formulary. Compound Drugs require a County Claims Adjuster's approval, and are priced at the lesser of:

- a. County's AWP Discount pricing by ingredient plus the dispensing fee; or
- b. Contractor's acquisition price plus a management and dispensing fee.

(f) The Parties acknowledge that pricing indices historically used (including under the Agreement) for determining the financial components of pharmacy billing rates are outside the control of Contractor and County. The Parties also understand there are extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing

indices that could alter the expectations of the parties as intended under this Agreement.

The Parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been and is to maintain pricing neutrality as intended and not to benefit one party to the detriment of the other. Accordingly, to preserve this mutual intent, if pricing neutrality does change and Contractor undertakes any or all of the following:

- (i) Changes the AWP sources, or other source if AWP is not applicable, across the book of business (e.g., from Medi-Span to First Databank); or
- (ii) Maintains AWP, or other source if AWP is not applicable, as the pricing index with an appropriate adjustment in the event the AWP, or other, methodology and/or its calculation is changed whether by the existing or alternative sources; or
- (iii) Transitions the pricing index from AWP, or other source if AWP is not applicable, to another index or benchmark (e.g. to Wholesale Acquisition Cost).

## **VII. MISCELLANEOUS**

1. County and Contractor agree to develop mutually agreed upon additional electronic data interfaces between the Parties' systems as needed.
2. Contractor 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, Contractor 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 COUNTY'S RISKCONNECT ENTERPRISE SYSTEM**

Field Name	Excel column	Text File Position	Max field Length	Code	Required	Vendor Field	Additional Required Field	Formattin g Instructions
Claim Number	A	1	21		Y	None , this will be AutoGenerated in ENTERPRISE		
Client Id	B	2	7					
Valuation Date	C	3	21		Y		Transmission Date	mmddyyy y
Reference Number	D	4	21					
Coverage Code	E	5	4	Y	Y	If Hospital Name="NO TREATMENT" then "15", else "10".		
Loss Date	F	6	8		Y	Date of Accident		
Location	G	7	21	Y	Y	employer_loc_number from the employer record	Hardcode to "9998" "BCC"	
Full Claim Name1	H	8	254		Y	Last Name + " "+ First Name + " "+ Middle Initial		
Occurrence Number	I	9	19					
Claim Name2	J	10	254					
Social Security	K	11	9			Social Security Number		
Claim Description	L	12	254			Emp Desc How Injured		
Other Description	M	13	254			Accident Address + " " Accident Address.City+", "+Accident Address.State		
Carrier	N	14	8	Y				
Cause	O	15	8	Y		CauseOfInjuryCode		Right two digits only e.g. '0001' should be '01'
Policy Number	P	16	25					
Status	Q	17	1	Y	Y		Hardcode to "O"	
State	R	18	2	Y		State		
Site	S	19	21					
OSHA Severity Flag	T	20	1	Y				
ReturnToWork1	U	21	8					
ReturnToWork2	V	22	8					
ReturnToWork3	W	23	8					

ReturnToWork4	X	24	8				
Policy Date	Y	25	8				
ReportDate	Z	26	8		Y	Reported Date	
Currency Code	AA	27	3	Y	Y		Hardcode to "USD"
Close Date	AB	28	8				
Reserve Med/BI/Comp	AC	29	12,2		Y		Hard code to "0"
Reserve Expense	AD	30	12,2		Y		Hard code to "0"
Reserve Ind/PD/Coll	AE	31	12,2		Y		Hard code to "0"
Reserve Recovery	AF	32	12,2		Y		Hard code to "0"
Reserve Deductible	AG	33	12,2		Y		Hard code to "0"
Reserve Legal	AH	34	12,2		Y		Hard code to "0"
Reserve Other	AI	35	12,2		Y		Hard code to "0"
Paid Med/BI/Comp	AJ	36	12,2		Y		Hard code to "0"
Paid Expense	AK	37	12,2		Y		Hard code to "0"
Paid Ind/PD/Coll	AL	38	12,2		Y		Hard code to "0"
Paid Recovery	AM	39	12,2		Y		Hard code to "0"
Paid Deductible	AN	40	12,2		Y		Hard code to "0"
Paid Legal	AO	41	12,2		Y		Hard code to "0"
Paid Other	AP	42	12,2		Y		Hard code to "0"
Osha Flag	AQ	43	1				
OSHA Privacy	AR	44	1				
Salutation1	AS	45	4				
FirstName1	AT	46	20			EE First Name	
LastName1	AU	47	25			EE Last Name	
MiddleInitial1	AV	48	1			EE Middle Initial	
Company1	AW	49	40				
Address11	AX	50	254			EE Home Address.Street	
Address21	AY	51	254				
AddrCity1	AZ	52	25			EE HomeAddress.City	
AddrState1	BA	53	2	Y		EE Home Address.State	
AddrPostal1	BB	54	10			EE HomeAddress.Zip	
AddrCounty1	BC	55	25				

Phone1 (Contact1 Phone)	BD	56	18			Employee Home Ph#		
AddrCountry1	BE	57	25					
Salutation2	BF	58	4					
FirstName2	BG	59	20			Supervisor First Name		
LastName2	BH	60	25			Supervisor Last Name		
MiddleInitial2	BI	61	1					
Company2	BJ	62	40					
Address12	BK	63	254					
Address22	BL	64	254					
AddrCity2	BM	65	25					
AddrState2	BN	66	2	Y				
AddrPostal2	BO	67	10					
AddrCounty2	BP	68	25			Supervisor Phone #		
Phone2	BQ	69	18					
AddrCountry2	BR	70	25					
SpecialAnalysis #01	BS	71	10	Y		Gender		
SpecialAnalysis #02	BT	72	10	Y				
SpecialAnalysis #03	BU	73	10	Y				
SpecialAnalysis #04	BV	74	10	Y		EmployeeRiskClassC ode (which is 4 digit NCCI WC Class code)		
SpecialAnalysis #05	BW	75	10	Y				
SpecialAnalysis #06	BX	76	10	Y				
SpecialAnalysis #07	BY	77	10	Y				
SpecialAnalysis #08	BZ	78	10	Y				
SpecialAnalysis #09	CA	79	10	Y				
SpecialAnalysis #10	CB	80	10	Y				
SpecialAnalysis #11	CC	81	10	Y				
SpecialAnalysis #12	CD	82	10	Y				
SpecialAnalysis #13	CE	83	10	Y				
SpecialAnalysis #14	CF	84	10	Y				
SpecialAnalysis #15	CG	85	10	Y				
SpecialAnalysis #16	CH	86	10	Y				
SpecialAnalysis #17	CI	87	10	Y				
SpecialAnalysis #18	CJ	88	10	Y		This is the Bargaining Unit (Union) we send in HR file		

SpecialAnalysis #19	CK	89	10	Y				
SpecialAnalysis #20	CL	90	10	Y				
SpecialAnalysis #21	CM	91	10	Y				
SpecialAnalysis #22	CN	92	10	Y				
SpecialAnalysis #23	CO	93	10	Y				
SpecialAnalysis #24	CP	94	10	Y		BodyPartCode		Right two digits only e.g. '0001' should be '01'
SpecialAnalysis #25	CQ	95	10	Y				
SpecialAnalysis #26	CR	96	10	Y		NatureOfInjuryCode		Right two digits only e.g. '0001' should be '01'
SpecialAnalysis #27	CS	97	10	Y				
SpecialAnalysis #28	CT	98	10	Y				
SpecialAnalysis #29	CU	99	10	Y				
SpecialAnalysis #30	CV	100	10	Y				
SpecialAnalysis #31	CW	101	10	Y				
SpecialAnalysis #32	CX	102	10	Y		NumberOfHoursPerDay		
SpecialAnalysis #33	CY	103	10	Y		NumberOfHoursPerWeek		
SpecialAnalysis #34	CZ	104	10	Y		NumberOfDaysPerWeek		
SpecialAnalysis #35	DA	105	10	Y				
SpecialAnalysis #36	DB	106	10	Y				
SpecialAnalysis #37	DC	107	10	Y				
SpecialAnalysis #38	DD	108	10	Y				
SpecialAnalysis #39	DE	109	10	Y				
SpecialAnalysis #40	DF	110	10	Y				
SpecialAnalysis #41	DG	111	10	Y				
SpecialAnalysis #42	DH	112	10	Y				
SpecialAnalysis #43	DI	113	10	Y				
SpecialAnalysis #44	DJ	114	10	Y				
SpecialAnalysis #45	DK	115	10	Y				
SpecialAnalysis #46	DL	116	10	Y				
SpecialAnalysis #47	DM	117	10	Y				
SpecialAnalysis #62	EB	117	10	Y				

SpecialAnalysis #48	DN	118	10	Y				
SpecialAnalysis #49	DO	119	10	Y				
SpecialAnalysis #50	DP	120	10	Y				
SpecialAnalysis #51	DQ	121	10	Y				
SpecialAnalysis #52	DR	122	10	Y				
SpecialAnalysis #53	DS	123	10	Y				
SpecialAnalysis #54	DT	124	10	Y				
SpecialAnalysis #55	DU	125	10	Y			Hardcode to "SFC"	
SpecialAnalysis #56	DV	126	10	Y			Hardcode to "Y"	
SpecialAnalysis #57	DW	127	10	Y				
SpecialAnalysis #58	DX	128	10	Y				
SpecialAnalysis #59	DY	129	10	Y				
SpecialAnalysis #60	DZ	130	10	Y				
SpecialAnalysis #61	EA	131	10	Y				
SpecialAnalysis #63	EC	133	10	Y				
SpecialAnalysis #64	ED	134	10	Y				
SpecialAnalysis #65	EE	135	10	Y				
SpecialAnalysis #66	EF	136	10	Y				
SpecialAnalysis #67	EG	137	10	Y			Hardcode to "Y"	
SpecialAnalysis #68	EH	138	10	Y			Hardcode to "Y"	
MiscDate#01	EI	139	8			DateOfDeath		mmddyy y
MiscDate#02	EJ	140	8					
MiscDate#03	EK	141	8					
MiscDate#04	EL	142	8					
MiscDate#05	EM	143	8					
MiscDate#06	EN	144	8					
MiscDate#07	EO	145	8			DateFirstReported		mmddyy y
MiscDate#08	EP	146	8			DateEmployed		mmddyy y
MiscDate#09	EQ	147	8					
MiscDate#10	ER	148	8					
MiscDate#11	ES	149	8					
MiscDate#12	ET	150	8					
MiscDate#13	EU	151	8					
MiscDate#14	EV	152	8					
MiscDate#15	EW	153	8					
MiscDate#16	EX	154	8					

MiscDate#17	EY	155	8					
MiscDate#18	EZ	156	8					
MiscDate#19	FA	157	8					
MiscDate#20	FB	158	8					
MiscDate#21	FC	159	8					
MiscDate#22	FD	160	8					
MiscDate#23	FE	161	8					
MiscDate#24	FF	162	8					
MiscDate#25	FG	163	8					
MiscDate#26	FH	164	8					
MiscDate#27	FI	165	8					
MiscDate#28	FJ	166	8					
MiscDate#29	FK	167	8					
MiscDate#30	FL	168	8					
MiscDate#31	FM	169	8			Date of Birth		mmddyy y
MiscDate#32	FN	170	8					
MiscDate#33	FO	171	8					
MiscDate#34	FP	172	8					
MiscDate#35	FQ	173	8					
MiscDate#36	FR	174	8					
MiscDate#37	FS	175	8					
MiscDate#38	FT	176	8					
MiscDate#39	FU	177	8					
MiscDate#40	FV	178	8					
MiscDate#41	FW	179	8					
MiscDate#42	FX	180	8					
MiscDate#43	FY	181	8					
MiscDate#44	FZ	182	8					
MiscDate#45	GA	183	8					
MiscDate#46	GB	184	8					
MiscDate#47	GC	185	8					
MiscDate#48	GD	186	8					
MiscDate#49	GE	187	8					
MiscDate#50	GF	188	8					
MiscNumber#01	GG	189	12,2			RateOfPay		
MiscNumber#02	GH	190	12,2					
MiscNumber#03	GI	191	12,2					
MiscNumber#04	GJ	192	12,2					
MiscNumber#05	GK	193	12,2					

MiscNumber#06	GL	194	12,2				
MiscNumber#07	GM	195	12,2				
MiscNumber#08	GN	196	12,2				
MiscNumber#09	GO	197	12,2				
MiscNumber#10	GP	198	12,2				
MiscNumber#11	GQ	199	12,2				
MiscNumber#12	GR	200	12,2				
MiscNumber#13	GS	201	12,2				
MiscNumber#14	GT	202	12,2				
MiscNumber#15	GU	203	12,2				
MiscNumber#16	GV	204	12,2				
MiscNumber#17	GW	205	12,2				
MiscNumber#18	GX	206	12,2				
MiscNumber#19	GY	207	12,2				
MiscNumber#20	GZ	208	12,2				
MiscDescription #01	HA	209	254				
MiscDescription #02	HB	210	254				
MiscDescription #03	HC	211	254		FNOLID	FROI Record #	
MiscDescription #04	HD	212	254				
MiscDescription #05	HE	213	254				
MiscDescription #06	HF	214	254				
MiscDescription #07	HG	215	254				
MiscDescription #08	HH	216	254		EE Job Title		
MiscDescription #09	HI	217	254		TelephoneNumber (This is EE Work Ph #)		
MiscDescription #10	HJ	218	254				
MiscDescription #11	HK	219	254		ReportedBy		
MiscDescription #12	HL	220	254		AccidentAddress.Zip		
MiscDescription #13	HM	221	254				
MiscDescription #14	HN	222	254				
MiscDescription #15	HO	223	254				
MiscDescription #16	HP	224	254				
MiscDescription #17	HQ	225	254				
MiscDescription #18	HR	226	254				
MiscDescription #19	HS	227	254				
MiscDescription #20	HT	228	254				

MiscDescription #21	HU	229	254					
MiscDescription #22	HV	230	254					
MiscDescription #23	HW	231	254					
MiscDescription #24	HX	232	254					
MiscDescription #25	HY	233	254					
MiscDescription #26	HZ	234	254					
MiscDescription #27	IA	235	254					
MiscDescription #28	IB	236	254					
MiscDescription #29	IC	237	254					
MiscDescription #30	ID	238	254					
MiscDescription #31	IE	239	254					
MiscDescription #32	IF	240	254			Accident Site Address		
MiscDescription #33	IG	241	254			Accident Site City		
MiscDescription #34	IH	242	254					
MiscDescription #35	II	243	254					
MiscDescription #36	IJ	244	254					
MiscDescription #37	IK	245	254					
MiscDescription #38	IL	246	254					
MiscDescription #39	IM	247	254					
MiscDescription #40	IN	248	254					
MiscDescription #41	IO	249	254					
MiscDescription #42	IP	250	254					
MiscDescription #43	IQ	251	254					
MiscDescription #44	IR	252	254					
MiscDescription #45	IS	253	254					
MiscDescription #46	IT	254	254					
MiscDescription #47	IU	255	254					
MiscDescription #48	IV	256	254					
MiscDescription #49	IW	257	254					
MiscDescription #50	IX	258	254					
MultiValue#1	IY	259	254					
MultiValue#2	IZ	260	254					
MultiValue#3	JA	261	254					
MultiValue#4	JB	262	254					
MultiValue#5	JC	263	254					



<b>MultiValue#6</b>	<b>JD</b>	<b>264</b>	<b>254</b>					
<b>MultiValue#7</b>	<b>JE</b>	<b>265</b>	<b>254</b>					
<b>MultiValue#8</b>	<b>JF</b>	<b>266</b>	<b>254</b>					
<b>MultiValue#9</b>	<b>JG</b>	<b>267</b>	<b>254</b>					
<b>MultiValue#10</b>	<b>JH</b>	<b>268</b>	<b>254</b>					

**FILE FORMAT FOR THE FIRST REPORT OF INJURY(FROI) DATA FILE  
REQUIRED BY COUNTY'S RISKCONNECT ENTERPRISE 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 - WIELDING 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 COUNTY'S RISKONNECT ENTERPRISE 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 Enucleation
- 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 COUNTY'S RISKCONNECT ENTERPRISE 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

**LOCATION LIST AND CODES**

**BROWARD COUNTY CLAIMS (BCC)**

**0001 - COUNTY COMMISSION**

- 0009 - COUNTY COMMISSION
- 0010 - CNTY COMMISSION PRIOR 10/95
- 0011 - DISTRICT 1
- 0012 - DISTRICT 2
- 0013 - DISTRICT 3
- 0014 - DISTRICT 4
- 0015 - DISTRICT 5
- 0016 - DISTRICT 6
- 0017 - DISTRICT 7
- 0018 - DISTRICT 8
- 0019 - DISTRICT 9
- 0020 - COUNTY ATTORNEY
- 0030 - COUNTY AUDITOR
- 0031 - COUNTY AUDITOR
- 0530 - OFFICE OF INTERNAL AUDIT

**0100 - OFFICE OF THE INSPECTOR GENERAL**

**0500 - COUNTY ADMINISTRATION**

- 0025 - HISTORICAL COMMISSION
- 0510 - COUNTY ADMINISTRATOR
- 0520 - OFFICE OF MANAGEMENT & BUDGET
- 0550 - OFFICE OF REGIONAL COMMUNICATIONS & TECHNOLOGY
- 0593 - OFFICE OF PUBLIC COMMUNICATIONS
  - 1060 - PRINT SHOP
  - 0511 - CALL CENTER
- 0600 - OFFICE OF ECONOMIC & SMALL BUSINESS DEVELOPMENT
- 0630 - GTR FT.LAUD CONVENTION & VISITORS BUREAU
  - 0620 - CONVENTION CENTER
- 0640 - OFFICE OF INTERGOVT AFFAIRS & PROFESSIONAL STANDARDS
  - 0512 - PROFESSIONAL STANDARDS
  - 0590 - GOVERNMENTAL RELATIONS
  - 0641 - GRANT COORDINATION
  - 0644 - DIVISION OF CIVIL RIGHTS
- 1555 - OFFICE OF MEDICAL EXAMINER & TRAUMA SVCS
  - 1556 - MEDICAL EXAMINERS OFFICE
  - 1558 - TRAUMA MANAGEMENT
- 1650 - FIRE RESCUE CLMS PRIOR TO 10/1/2003 THAT COUNTY KEPT
  - 1651 - EMS ADMINISTRATION
  - 1652 - AIR/SEA SUPPORT UNITS
  - 1653 - EMS OPERATIONS
  - 1654 - AIR RESCUE HELICOPTERS
  - 1655 - FIRE PREVENTION



1656 - HAZ-MAT & TRT  
1657 - FIRE AIRFF  
1658 - FIRE PORT EVERGLADES  
1659 - COMMUNICATIONS  
1660 - EMS LOGISTICS  
1661 - FIRE SUPPRESSION  
1662 - EMS TRAINING  
1663 - SAFETY & EMERGENCY SVCS-ADMIN  
3019 - PARKS & RECREATION  
3020-3 - PLANNING & DESIGN-PKS&REC  
3020-31 - CB SMITH PARK  
3020-33 - LAFAYETTE PARK  
3020-34 - DELEVOE PARK  
3020-35 - DEERFIELD ISLAND PARK  
3020-36 - EASTERLIN PARK  
3020-37 - HIGHLANDS SCRUB NATURAL AREA  
3020-39 - PLANTATION HERITAGE PARK  
3020-4 - PARKS & RECREATION ADMINISTRATION  
3020-40 - FRANKLIN PARK  
3020-41 - FERN FOREST PARK  
3020-42 - ENVIRONMENTAL SENSITIVE LAND ADMIN-PKS&REC  
3020-43 - TALL CYPRESS NATURAL AREA  
3020-44 - VISTA VIEW PARK  
3020-45 - LONG KEY PARK NATURAL AREA  
3020-46 - HILLSBORO PINELAND  
3020-47 - SNAKE WARRIOR ISLAND  
3020-48 - BOULEVARD GARDENS PARK  
3020-49 - CENTRAL BROWARD REGIONAL PARK  
3020-5 - SECRET WOODS PARK  
3020-50 - BOATERS PARK  
3020-51 - HELENE KLEIN PINELAND PRESERVE  
3020-52 - MIRAMAR PINELAND NATURAL AREA  
3020-53 - CRYSTAL LAKE SAND PINE SCRUB  
3020-54 - COCONUT CREEK MAPLE SWAMP  
3020-55 - PINE ISLAND RIDGE  
3020-56 - ROOSEVELT GARDENS PARK  
3020-57 - LEWIS-CHISOM PARK  
3020-58 - SHOOSTER PARK  
3020-59 - WILLIAM J KELLY ROOKERY  
3020-6 - PARKS & RECREATION - OTHER (OLD CLAIMS ONLY)  
3020-60 - WEST CREEK PINELAND NATURAL AREA  
3020-61 - WOODMONT NATURAL AREA  
3020-62 - EVERGLADES HOLIDAY PARK  
3020-63 - SEWELL LOCK HISTORICAL SITE  
3020-7 - BRIAN PICCOLO PARK  
3020-1 - QUIET WATERS PARK  
3020-10 - HOLLYWOOD NORTH BEACH PARK  
3020-15 - MARKHAM PARK  
3020-23 - SUNVIEW PARK

3020-25 - TRADE WINDS PARK  
3020-27 - TREE TOPS PARK  
3020-28 - TY PARK  
3020-29 - WEST LAKE PARK  
3075 - EXTENSION EDUCATION  
3020-64 - DEERFIELD HIGHLANDS NATURE PRESERVE  
3020-65 - MILITARY TRAIL NATURAL AREA  
3020-77 - PARKS MAINTENANCE GROUP - Effective 10-1-2015  
3020-66 - CARPENTER HOUSE  
3020-68 - ANNE KOLB NATURE CENTER  
3020-67 - DILLARD GREEN SPACE  
3020-69 - SAW PALMETTO NATURAL AREA  
3020-70 - SOUTH FORK CANOE LAUNCH  
3060 - LIBRARIES  
3060-1 - SOUTH REGIONAL LIBRARY  
3060-10 - TAMARAC BRANCH  
3060-12 - DANIA BRANCH  
3060-13 - PEMBROKE PINES BRANCH/WALTER C. YOUNG  
3060-14 - HALLANDALE BRANCH  
3060-15 - MARGATE CATHARINE YOUNG BRANCH  
3060-16 - SUNSET STRIP BRANCH  
3060-17 - COLLIER CITY BRANCH  
3060-18 - TYRONE BRYANT BRANCH  
3060-19 - NORTH LAUDERDALE BRANCH  
3060-2 - HOLLYWOOD BRANCH  
3060-20 - DEERFIELD-PERCY WHITE BRANCH  
3060-21 - CARVER RANCHES BRANCH  
3060-22 - CENTURY PLAZA BRANCH  
3060-23 - DAVIE-COOPER CITY  
3060-24 - WEST REGIONAL LIBRARY  
3060-25 - SOUTHWEST REGIONAL LIBRARY  
3060-26 - IMPERIAL POINT LIBRARY  
3060-27 - POMPANO BEACH MAIN LIBRARY  
3060-28 - NORTH WEST BRANCH  
3060-29 - BEACH BRANCH  
3060-3 - VON D. MIZELL BRANCH  
3060-30 - HOLLYWOOD BEACH READING CTR  
3060-31 - NORTH REGIONAL/BCC LIBRARY  
3060-32 - WEST ATLANTIC BRANCH  
3060-33 - WESTON BRANCH LIBRARY  
3060-34 - SUNRISE BRANCH  
3060-35 - COLLECTION MANAGEMENT  
3060-36 - TAMARAC POPULAR LIBRARY  
3060-37 - NORTH WEST REGIONAL LIBRARY  
3060-38 - AFRICAN AMERICAN RESEARCH LIBRARY  
3060-39 - MAIN LIBRARY INCL/TALKING BKS & FDLRS  
3060-4 - RIVERLAND BRANCH  
3060-40 - NSU LIBRARY RESEARCH & INFORMATION  
3060-41 - STIRLING ROAD LIBRARY

3060-42 - MIRAMAR BRANCH LIBRARY  
3060-43 - LAUDERHILL TOWNE CENTRE LIBRARY  
3060-46 - YOUNG AT ART MUSEUM & LIBRARY  
3060-6 - FT. LAUDERDALE BRANCH  
3060-7 - LAUDERDALE LAKES BRANCH  
3060-8 - LAUDERHILL BRANCH  
3060-9 - GALT OCEAN MILE READING ROOM  
3060-75 - LAUDERHILL CENTRAL PARK LIBRARY  
3090 - CULTURAL DIVISION  
6020 - PLANNING COUNCIL

**0650 - AVIATION DEPARTMENT**

0660 - AVIATION - CLAIMS PRIOR TO 10/1/99  
0680 - AVIATION ADMINISTRATION  
0690 - AVIATION BUSINESS & PROPERTIES MGMT  
0700 - AVIATION FINANCE  
0710 - AVIATION MAINTENANCE  
0720 - AVIATION OPERATIONS  
0730 - AVIATION PLANNING  
0750 - AIRPORT EXPANSION PROGRAM  
0770 - AVIATION CAPITAL IMPROVEMENT PROJECTS  
0780 - NORTH PERRY AIRPORT

**1000 - FINANCE & ADMINISTRATIVE SERVICES**

1010 - FINANCE & ADMINISTRATIVE SVCS - ADMIN  
1020 - RISK MANAGEMENT  
1045 - RECORDS, TAXES & TREASURY  
    1090 - COUNTY RECORDS-INCL PROP APP ADJ-PRIOR TO 10/1/10  
    1040 - REVENUE COLLECTION DIV. PRIOR TO 10/1/2010  
    1046 - RECORDS, TAXES, TREASURY AFTER 10/1/2010  
1050 - ACCOUNTING  
1061 - PURCHASING  
1070 - HUMAN RESOURCES  
1099 - ENTERPRISE TECHNOLOGY SERVICES  
    1100 - ENTERPRISE TECHNOLOGY SERVICES  
    1560 - TELECOMMUNICATIONS  
1080 - VALUE ADJUSTMENT BOARD

**2000 - HUMAN SERVICES**

2010 - HUMAN SERVICES - ADMIN.  
2013 - COMMUNITY PARTNERSHIPS  
    2014 - COMMUNITY PARTNERSHIPS-ADMIN  
    2015 - CHILDRENS SERVICES ADMIN.  
    2016 - HEALTH CARE SERVICES  
    2019 - RYAN WHITE PART A  
    2017 - SEXUAL ASSAULT TREATMENT CENTER  
    2018 - CHILD CARE LICENSING ENFORCEMENT  
    2065 - HOMELESS INITIATIVE PARTNERSHIP  
2020 - FAMILY SUCCESS ADMINISTRATION

2050 - ELDERLY & VETERANS SERVICES  
2100 - BROWARD ADDICTION RECOVERY CENTER

**2500 - ENVIRONMENTAL PROTECTION & GROWTH MANAGEMENT**

1500 - ENVIRONMENTAL LICENSING & BUILDING PERMITTING  
0560 - EMERGENCY MANAGEMENT  
2030 - HOUSING FINANCE & COMMUNITY DEVELOPMENT  
2510 - ENVIRONMENTAL PROTECTION & GROWTH MGT- ADMIN  
2555 - ENVIRONMENTAL PLANNING & COMMUNITY RESILIENCE  
2570 - PLANNING & REDEVELOPMENT  
2560 - DEVELOPMENT & ENVIRONMENTAL REGULATIONS  
2571 - PLANNING & REDEVELOPMENT  
2595 - POLLUTION PREVENTION  
3430 - ANIMAL CARE & ADOPTION

**3029 - TRANSPORTATION**

3028 - TRANSIT  
3030 - TRANSIT DIVISION CLAIMS PRIOR TO 10/1/2011  
3030-1 - TRANSIT DIVISION - COPANS RD LOCATION  
3030-2 - TRANSIT DIVISION - RAVENSWOOD RD LCTN  
3030-3 - TRANSIT DIVISION - POMPANO LCTN  
3030-4 - TRANSIT DIVISION - ALL OTHER LOCATIONS  
3030-5 - TRANSIT DIVISION - CENTRAL TERMINAL  
4330 - FLEET SERVICES

**3500 - PORT EVERGLADES**

3515 - PORT DIRECTOR'S OFFICE  
3590 - PORT SECURITY  
3520 - PORT BUSINESS ADMINISTRATION  
3530 - PORT BUSINESS DEVELOPMENT  
3540 - PORT SEAPORT ENGINEERING & FACILITIES MNTCE  
3560 - PORT FINANCE  
3569 - PORT OPERATIONS  
3570 - PORT OPERATIONS - NOC  
3570-1 - PORT - PUBLIC WORKS  
3570-2 - PORT - HARBOR MASTER  
3570-3 - PORT - LINEMAN  
3570-4 - PORT - FOREIGN TRADE ZONE  
3570-5 - PORT - CONTAINER CRANE

**4000 - PUBLIC WORKS**

4010 - PUBLIC WORKS - ADMIN.  
4315 - REAL PROPERTY SECTION  
4200 - WATER & WASTEWATER SERVICES  
4210 - WATER & WASTEWATER SVCS/ADMINISTRATION  
4220 - WATER & WASTEWATER SVCS - ENGINEERING  
4230 - WATER & WASTEWATER SVCS - FISCAL OPERATI  
4240 - WATER & WASTEWATER SVCS - INFO TECHNOLOG  
4250 - WATER & WASTEWATER SVCS - WATER MANAGEME

4280 - WATER & WASTEWATER SVCS - OPERATIONS  
4340 - FACILITIES MANAGEMENT  
4420 - HIGHWAY CONSTRUCTION & ENGINEERING  
4425 - HIGHWAY & BRIDGE MAINTENANCE (INCL MOSQ CNTRL)  
4430 - HIGHWAY & BRIDGE MAINTENANCE  
4435 - MOSQUITO CONTROL  
4440 - TRAFFIC ENGINEERING  
4500 - SOLID WASTE & RECYCLING SERVICES  
4510 - SOLID WASTE & RECYCLING SERVICES ADMIN  
4520 - RECYCLING & CONTRACT ADMIN  
4530 - SOLID WASTE OPERATIONS  
4540 - SOLID WASTE MGT - CLMS PRIOR TO 10/1/91  
4620 - CONSTRUCTION MANAGEMENT

**5040 - JUDICIARY**

5070 - CRIMINAL JUSTICE INFORMATION  
5071 - JASPER - TEEN COURT  
5072 - CIRCUIT COUNTY COURT ADMINISTRATION  
5073 - JUSTICE ALTERNATIVES  
5074 - JUVENILE JUSTICE SYSTEM  
5076 - DOMESTIC VIOLENCE STATE ATTORNEY  
5120 - LAW LIBRARY

**5200 - ELECTED OFFICIALS**

5220 - PROPERTY APPRAISERS  
5225 - CLERK OF CIRCUIT COURT  
5226 - STATE ATTORNEY  
5228 - PUBLIC DEFENDER  
5230 - SUPERVISOR OF ELECTIONS

**6000 - BOARDS AND OTHER AGENCIES**

6030 - PERFORMING ARTS CENTER  
6040 - LEGISLATIVE DELEGATION  
6060 - RULES & APPEAL  
6100 - LEGAL AID

**EXHIBIT "A-2"**

**FILE LAYOUT AND MAPPING INFORMATION FOR COUNTY'S NEW CLAIM FILE EXPORTS BACK TO CONTRACTOR**

The primary purpose of County sending the "new claim" files back to Contractor, on a daily basis, is so that County's claim number can be added to Contractors' system(s) including 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 Contractor in this file can be ignored if they choose. This electronic data file, in XML file format, contains detail records for each new claim that was created in County's Riskconnect Enterprise system when Contractor's FROI data file was imported and processed in Riskconnect Enterprise system.

Node 1	Node 2	Data Type	Field Length	Nullable	Comments
Coverage		VARCHAR2	4	No	The coverage code on the claim would be displayed here. (Eg. '10' for Workers compensation)
Company		VARCHAR2	3	No	This is the company name of STARS client. This too would be a code (Eg. For a Stars client the code is 'BCC')
ClientId		VARCHAR2	7	Yes	This was typically known as 'Account number'.
LocationID		NUMBER	9	No	The location id on the claim is mentioned here.
Location		VARCHAR2	15	No	The location name corresponding to location id on the claim is displayed here.
STARSClaimNumber		VARCHAR2	21	No	The alpha numeric claim number that appears on the claim on the front end is displayed here
STARSClaimId		NUMBER	(9,0)	No	The numeric claim id from the backend is displayed here.
IncidentDate		DATE	10	No	<MM/DD/YYYY>. The date would appear in the culture format that is selected for the user for whom the job is running
ReportDate		DATE	10	Yes	<MM/DD/YYYY>. The date would appear in the culture format that is selected for the user for whom the job is running
JurisdictionState		VARCHAR2	14	Yes	This would display the code of the jurisdiction state on the claim.
AccidentDescription1		VARCHAR2	254	Yes	This would display the accident description as specified on the claim
EmployerFullName		VARCHAR2	254	Yes	1- Global setting for Contact Role Codes should be checked to identify the correct role code used for Employer 2- If a Contact Reference exists as a field on the Claim for a certain Contact, the information from this Contact will be used
EmployerContactPhoneNumber		VARCHAR2	25	Yes	1- Global setting for Contact Role Codes should be checked to identify the correct role code used for Employer 2- If a Contact Reference exists as a field on the Claim for a certain Contact, the information from this Contact will be used
ClaimStatus		CHAR	1	No	The code of the status on the claim is displayed here.
CompensabilityStatus		VARCHAR2	14	Yes	The code of the compensability status on the claim is displayed here.
ClaimType		VARCHAR2	4	Yes	The code of the Claim type on is displayed here.

PolicyNumber		VARCHAR2	25	Yes	The policy number on the claim is displayed here.
PolicyEffectiveDate		DATE	10	Yes	<MM/DD/YYYY>. The date would appear in the culture format that is selected for the user for whom the job is running
ContactId		NUMBER	9	No	This is the claimant's contact id. Though the claimant details are stored on the claim, user also has a option to select a contact instead. If a contact is select the contact id is displayed here.
ClaimantFullName		VARCHAR2	254	No	Claimant details are fetched from the claim and displayed in respective fields here.
ClaimantLastName		VARCHAR2	50	Yes	
ClaimantFirstName		VARCHAR2	50	Yes	
ClaimantMiddleInitial		CHAR	1	Yes	
ClaimantSSN		VARCHAR2	9	Yes	
ClaimantHomePhoneNumber		VARCHAR2	18	Yes	
ClaimantAddress1		VARCHAR2	254	Yes	
ClaimantAddress2		VARCHAR2	254	Yes	
ClaimantCity		VARCHAR2	25	Yes	
ClaimantCounty		VARCHAR2	25	Yes	
ClaimantCountry		VARCHAR2	25	Yes	
ClaimantState		VARCHAR2	2	Yes	
ClaimantZipCode		VARCHAR2	10	Yes	
ClaimantBirthDate		DATE	10	Yes	
ClaimantHireDate		DATE	10	Yes	<MM/DD/YYYY>. The date would appear in the culture format that is selected for the user for whom the job is running
ClaimantDeathDate		DATE	10	Yes	<MM/DD/YYYY>. The date would appear in the culture format that is selected for the user for whom the job is running
ClaimantMaritalStatus		VARCHAR2	14	Yes	The marital status of the claimant is picked up from the claim and displayed here.
ClaimantGender		VARCHAR2	14	Yes	The Gender of the claimant is picked up from the claim and diaplyed here.
ClaimantJobDescription		VARCHAR2	254	Yes	The job description of the claimant is picked up from the claim and displayed here.
ClaimantJobCode		VARCHAR2	14	Yes	The job code of the claimant is picked up from the claim and displayed here.
ClaimantManagerFullName		VARCHAR2	254	Yes	Claimant's manager name is picked up from the claim and displayed here.
ClaimantHREmpID		VARCHAR2	254	Yes	Claimant's EmpId issued by the HR is picked up from the claim and displayed here.
AdjusterCode		VARCHAR2	30	No	This field picks the adjuster code from the claim.
AdjusterLastName		VARCHAR2	50	No	Based on the user id the corresponding Last name of the user/ adjuster is picked up
AdjusterFirstName		VARCHAR2	50	Yes	Based on the user id the corresponding first name of the user/ adjuster is picked up
AdjusterEmail1		VARCHAR2	100	Yes	Based on the user id the corresponding email1 of the user/ adjuster is picked up
AdjusterEmail2		VARCHAR2	100	Yes	Based on the user id the corresponding email2 of the user/ adjuster is picked up
AdjusterPhone Number1		VARCHAR2	25	Yes	Based on the user id the corresponding phone1 of the user/ adjuster is picked up
AdjusterPhone Number2		VARCHAR2	25	Yes	Based on the user id the corresponding phone2 of the user/ adjuster is picked up

CarrierContactId		NUMBER	9	No	This information would be picked from the contacts attached to the respective claim. The applicable role type would be picked based on the Global setting in STARS Admin.
CarrierContactRoleId		NUMBER	9	No	The role id on the contact is displayed here (which is same as that mentioned on the Global settings)
CarrierContactRefNum		VARCHAR2	25	Yes	If the contact has a contact ref num, it would display that here.
CarrierClaimNumber		VARCHAR2	254	Yes	The Carrier claim number from the claim is displayed here.
NCCIBodyCode		VARCHAR2	14	Yes	The NCCI Body code from the claim is picked up and displayed here.
NCCINatureCode		VARCHAR2	14	Yes	The NCCI Nature code from the claim is picked up and displayed here.
NCCICauseCode		VARCHAR2	8	Yes	The NCCI Cause code from the claim is picked up and displayed here.
EquipmentDescription		VARCHAR2	254	Yes	Description of the equipment from the claim is displayed here.
EmployerFacilityContact Id		NUMBER	9	No	This information would be picked from the contacts attached to the respective claim. The applicable role type would be picked based on the Global setting in STARS Admin. <b>Employers facility is really the same as employer. See global setting logic in row 23/24 above</b>
EmployerFacilityContact RoleId		NUMBER	9	No	The role id on the contact is displayed here (which is same as that mentioned on the Global settings)
EmployerFacilityContactRefNum		VARCHAR2	25	Yes	If the contact has a contact ref num, it would display that here.
AccidentLocationName		VARCHAR2	254	Yes	Accident location details from the claim are displayed in the respective fields here. These are all claim wrapper fields
AccidentLocationAddress1		VARCHAR2	254	Yes	
AccidentLocationAddress2		VARCHAR2	254	Yes	
AccidentLocationCity		VARCHAR2	254	Yes	
AccidentLocationCounty		VARCHAR2	254	Yes	
AccidentLocationCountry		VARCHAR2	14	Yes	
AccidentLocationState		VARCHAR2	2	Yes	The State in which the accident location was, is picked up from the claim and displayed here.
AccidentLocationZipCode		VARCHAR2	254	Yes	Accident location zipcode from the claim is displayed here.
String Item (0 to many)	Label	VARCHAR2	80	Yes	Claim Type or as per Codes and Lookups in STARS
	ColumnName	VARCHAR2	30	Yes	SPECIAL181
	Value	VARCHAR2	14	Yes	
Number Item (0 to many)	Label	VARCHAR2	80	Yes	
	ColumnName	VARCHAR2	30	Yes	
	Value	NUMBER	12, 2	Yes	
Date Item (0 to many)	Label	VARCHAR2	80	Yes	
	ColumnName	VARCHAR2	30	Yes	
	Value	DATE	10	Yes	<MM/DD/YYYY>. The date would appear in the culture format that is selected for the logged in user.
Description Item (0 to many)	Label	VARCHAR2	80	Yes	
	ColumnName	VARCHAR2	30	Yes	
	Value	VARCHAR2	254	Yes	



<b>Currency Item (0 to many)</b>	Label	VARCHAR2	80	Yes	
	ColumnName	VARCHAR2	30	Yes	
	CurrencyCode	CHAR	3	Yes	
	Value	NUMBER	20, 2	Yes	

**EXHIBIT "A-3"**

**HUMAN RESOURCES FILE LAYOUT FROM COUNTY'S RISKCONNECT ENTERPRISE SYSTEM TO CONTRACTOR**

This file contains employee information for import into Contractor's system, to be used for gathering the FROI data during the intake process. File is sent as a text file with fixed length fields.

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

<b>FIELD</b>	<b>FIELD LENGTH</b>
Social Security Number	9
Last Name	20
First Name	15
Mid Name	10
Address	45
City	20
State	2
Zip	10
Work Number	28
Position Name	30
Hourly Wage	8
Employment Date	10
Birth Date	10
Job Code Number	1
WC Class Code	4
Min Salary Sequence Number	1
Employee ID Number	10

**EXHIBIT "A-4"**  
**WORKERS' COMPENSATION INFORMATIONAL BROCHURE AND PACKET**



CHIEF FINANCIAL OFFICER  
**JIMMY PATRONIS**  
STATE OF FLORIDA

Dear Injured Employee:

Your employer's insurance carrier is providing this information to you on behalf of the Employee Assistance Office of the Division of Workers' Compensation.

The Employee Assistance Office of the Division of Workers' Compensation is a state bureau within the Florida Department of Financial Services. We provide the following services:

- Serves as a resource for injured workers and employers by providing information about the workers' compensation system.
- Educates and informs injured workers, employers, carriers, health care providers, and managed care arrangements about their responsibilities under the law.
- Provides assistance in avoiding any problems or disputes regarding your claim.

Within three (3) days after receiving notice that you have been injured, the workers' compensation insurance carrier will mail you an informational brochure explaining your rights and responsibilities as well as the carrier's obligations. It contains valuable information you need to know about the workers' compensation system. You may have received the informational brochure along with this letter. You can also obtain the brochure by calling us at 1-800-342-1741 or e-mailing us at: [wceao@myfloridacfo.com](mailto:wceao@myfloridacfo.com).

You can also visit one of our local Employee Assistance Offices to receive personal, one-on-one service. To locate the office nearest you, call the toll free 1-800 number above or visit the Division's website at: [www.myfloridacfo.com/wc/organization/eao\\_offices.html](http://www.myfloridacfo.com/wc/organization/eao_offices.html).

Sincerely,

Employee Assistance Office Division  
of Workers' Compensation  
Florida Department of Financial Services

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
Division of Workers' Compensation • Employee Assistance and Ombudsman Office  
200 East Gaines Street • Tallahassee, Florida 32399-4225 • Tel. 1-800-342-1741 Email •  
[wceao@MyFloridaCFO.com](mailto:wceao@MyFloridaCFO.com)  
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

BCF #101 (Rev. 07.01.2018)  
RFP # GEN2115794P1

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**Client Name**

**Injured Worker's  
First Fill Prescription Form**

Claimant Name: \_\_\_\_\_

Date of Injury: \_\_\_\_\_ SSN: \_\_\_\_\_

**Notice to Injured Worker and Pharmacy**



This temporary First Fill card is only valid if used within 30 days of the reported date of injury. Temporary eligibility through this program allows for a one time fill of prescription medications. For assistance processing claims please contact the CorVel Pharmacy Department at (800) 563-8438.

**Injured Worker Instructions**

On your first Pharmacy visit, **please give this notice to any pharmacy listed on this insert to expedite the processing of your approved Workers' Compensation prescriptions, based on the parameters established by the City of Fort Lauderdale.** With the CorVel pharmacy program, you do not need to complete any paperwork or claim forms. Simply present this CorVel First Fill Prescription Form to the pharmacy. You should not incur any costs or co-pays at the pharmacy and you will be allowed up to a 14 day supply of medications.

**Pharmacy Instructions**

For assistance processing claims please contact the CorVel Pharmacy Department at (800) 563-8438. Please use the BIN, PCN, and RxGroup number below to process an online/electronic claim to CorVel:

	
<b>BIN:</b>	<b>004336</b>
<b>PCN:</b>	<b>ADV</b>
<b>RxGroup:</b>	<b>RXFFWC8850395</b>
<b>Member ID:</b>	<b>See below to generate ID</b>

**To Generate Member ID:** The Injured Worker's 9 digit Social Security Number plus 8 digit Date of Injury will be used as their 17 digit **Member Identification number** when processing their First Fill Prescription: **XXXXXXXXMMDDYYYY**

Below is a sample listing of some of the over 72,000 Participating Pharmacies in the CorVel Network. Please call (800)563-8438 for a participating pharmacy near you.

CostCo Pharmacy	H.E.B. Pharmacies	Meijer Pharmacy	Smith's Food & Drug Centers
CVS	Hy-Vee Pharmacy	Publix Pharmacy	Target Pharmacy
Dominick's Finer Foods	Ingles Pharmacy	Raley's Drug Center	Von's Pharmacy
Drug Mart	Kroger Pharmacy	Rite Aid Pharmacy	Wal-Mart Pharmacy
Fred's Pharmacy	Longs Drug Store	Safeway Pharmacy	Walgreens Pharmacy
Giant Eagle Pharmacy	Marc's Pharmacy	Sav-On Drug Store	Wegman Pharmacy
Giant Food Stores, LLC	Medicine Shoppe	Shoprite Supermarkets	Winn Dixie Pharmacy

**U.S. Food and Drug Administration**



## **Drug Safety Communication**

### **Safety Announcement**

The U.S. Food and Drug Administration (FDA) is warning about several safety issues with the entire class of opioid pain medicines. These safety risks are potentially harmful interactions with numerous other medications, problems with the adrenal glands, and decreased sex hormone levels. We are requiring changes to the labels of all opioid drugs to warn about these risks.

More specifically, the labels will warn about the following:

- Opioids can interact with antidepressants and migraine medicines to cause a serious central nervous system reaction called serotonin syndrome, in which high levels of the chemical serotonin build up in the brain and cause toxicity.
- Taking opioids may lead to a rare, but serious condition in which the adrenal glands do not produce adequate amounts of the hormone cortisol. Cortisol helps the body respond to stress.
- Long-term use of opioids may be associated with decreased sex hormone levels and symptoms such as reduced interest in sex, impotence, or infertility.

Opioids are a class of powerful narcotic pain medicines that are used to treat moderate to severe pain that may not respond well to other pain medicines. They can help manage pain when other treatments and medicines are not able to provide enough pain relief, but they also have serious risks including misuse and abuse, addiction, overdose, and death.

### **Facts about Opioids**

- Opioids are powerful prescription medicines that can help manage pain when other treatments and medicines are not able to provide enough pain relief. However, opioids also carry serious risks, including of misuse and abuse, addiction, overdose, and death.
- Prescription opioids are divided into two main categories – immediate-release (IR) products, usually intended for use every 4 to 6 hours; and extended release/long acting (ER/LA) products, intended to be taken once or twice a day, depending on the individual product and patient.
- Certain opioids, such as methadone and buprenorphine, can also be prescribed as a form of treatment for opioid addiction.
- Opioids are available in many different formulations, including tablets, capsules, lozenges, sublingual tablets, transdermal patches, nasal sprays, and injections.
- Common side effects of opioids include drowsiness, dizziness, nausea, vomiting, constipation, physical dependence, and slowed or difficult breathing.
- The risk of opioid addiction, abuse or misuse is increased in patients with a personal or family history of substance abuse, or mental illness.
- It is important to lock up opioids and to dispose of them properly to keep them from falling into the wrong hands.





ACCOUNTING DIVISION  
115 S. Andrews Avenue, Room 203 • Fort Lauderdale, Florida 33301 • 954-357- 7190 • FAX 954-357-5550

### EMPLOYEE ADDRESS CHANGE FORM

Employee Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

#### NEW ADDRESS

Street: \_\_\_\_\_ Apt#: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Please submit this form to your Division Payroll Liaison.

**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Risk Management Division**  
**115 S. Andrews Avenue, Suite 210, Fort Lauderdale, FL 33301-1869**  
**(954)357-7200**

**MILEAGEREIMBURSEMENTREQUEST**

NAME & ADDRESS OF DEPARTURE	NAME AND ADDRESS OF MEDICAL PROVIDER	DATE	ONE – WAY MILES	ROUND TRIP MILES

I HEREBY CERTIFY that the above information furnished by me is true and correct, and based on such information I hereby claim reimbursement for the mileage as indicated.

Total Miles for This Request: \_\_\_\_\_

x Mileage Rate x.445

Total Amount of This Request: \$ \_\_\_\_\_

Employee Name \_\_\_\_\_

Claim Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Accident \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE SUBMIT ON 30-DAY BASIS  
**SEE INSTRUCTIONS ON REVERSE SIDE OF THIS FORM**

### Mileage and Transportation

Under the Workers' Compensation statutes, you are entitled to receive mileage reimbursement for travel to and from an authorized medical treatment provider or a pharmacy. We do verify your visits with the appropriate medical provider. If the medical provider is willing to give you a computer print-out of your visits, this will expedite your mileage reimbursement.

If you go to a medical appointment on your way home from work we can only pay for the distance from work to the medical provider's office, not from his office to your home. If you go to an appointment on your way to work, we can only pay for the distance from the doctor's office to work, not from your home to the doctor's office. In that case, you should show the Round Trip Miles the same as the One Way Miles. (See examples below.) When you fill out the form please be sure to include the name of the place you are leaving from, and the name and address you are going to.

Name and Address of Departure	Name and Address of Medical Provider	Date	One Way Miles	Round Trip Miles
Governmental Center 115 S. Andrews Ave. Ft. Lauderdale	Broward Orthopedics 4875 N. Federal Hwy. Ft. Lauderdale	12/5/00	5.0	10.0
Home 1234 SW 45 Dr. Ft. Lauderdale	Broward Orthopedics 4875 N. Federal Hwy Ft. Lauderdale	12/7/00	7.0	14.0
Broward Orthopedics 4875 N. Federal Hwy. Ft. Lauderdale	Governmental Center 115 S. Andrews Ave. Ft. Lauderdale	12/8/00	5.0	5.0
Total miles for this request				29.0
x Mileage Rate				.445
Total amount of this request				\$12.90

In the first example, the employee went from work to the doctor's office and returned. In the second example, the employee went from home to the doctor's office and returned. In the third example, the employee went from home to the doctor's office and then to work.

If your form is not filled out correctly, it will be returned to you for correction. Please make sure all your entries are correct because we do not make partial payments on a Mileage Request, and you will have to wait for payment until we receive the corrected form.

If your authorized treating physician says that you are not able to drive to a medical appointment, please call your adjuster at least 24 hours in advance of the appointment and she/he will arrange free transportation for you.

**MILEAGE FORMS SHOULD BE SUBMITTED ON A 30-DAY BASIS.**



## CorVel

### Notice of Privacy Practices

CorVel ensures that it protects the customer's personal health information or also known as non-public information by having in place policies, processes and practices as pursuant to the industry standard as well as meeting and/or exceeding all applicable state and federal privacy laws. CorVel trains all new employees on privacy and the requirements of its customers upon hire as well as having all employees maintaining and being updated on all of the obligations each employee has to protect the information through the industry standard practices as well as all applicable privacy laws. CorVel's software systems and systems facilities meet all industry standards and all applicable laws as well. CorVel ensures that its policies, processes and practices to ensure the systems and facilities are also in compliance.

On an annual basis CorVel has an independent third party vendor perform an audit on the functionality and compliance of the systems and facilities and provides a SOC Report which is provided to all current customers upon request. CorVel also is willing to answer reasonable assessment questionnaires of its systems and facilities upon request. The systems and facilities are maintained through scheduled maintenance at night to ensure the systems and facilities by CorVel's staff utilizing patches etc. to ensure compliance and updating any needed changes or modifications are needed. CorVel will implement and use reasonable efforts to maintain secure systems through the use of firewalls, virtual private networks (VPN), and other security technologies including encryption of emails and laptops and other portable modes. CorVel will use reasonable efforts to immediately report to Customer any security violations that affect the data of Customer.

CorVel will use reasonable efforts to perform nightly backups of essential data on its web servers and database servers. CorVel has implemented third party backup and restoration technology to enable high speed recovery of data. CorVel utilizes redundant load balanced industry standard servers for 24x7, 365 day access, except for regularly scheduled system maintenance and upgrade processes. SQL Server databases are hosted on clustered servers offering fall-over capability, redundant communication links, and load balanced application servers. Backup tapes are restored into a test environment not less than quarterly to confirm validity of backups. The CareMC Site has redundant inbound Internet and Intranet connectivity.

**CORVEL CORPORATION**  
**Florida Workers' Compensation Managed Care Arrangement**  
**FORMAL GRIEVANCE FORM**

An Injured Worker or Health Care Provider may use this form to request a formal review about dissatisfaction with medical care issues provided by or on behalf of a Workers' Compensation Managed Care Arrangement.

This Grievance is Filed by:  Provider  Injured Worker or a Designated Representative:  Family Member  Attorney  Other

Date of Injury \_\_\_\_\_  
[REDACTED]

INJURED WORKER'S/ PROVIDER'S NAME: \_\_\_\_\_

Social Security Number \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work/Alternate Phone: \_\_\_\_\_

Contact if other than injured worker or provider \_\_\_\_\_ Telephone # \_\_\_\_\_  
[REDACTED]

PRIMARY CARE/TREATING PHYSICIAN: \_\_\_\_\_

Address: \_\_\_\_\_

Office Telephone: \_\_\_\_\_  
[REDACTED]

If the space provided below is inadequate for you to fully explain your concern or the action you desire, continue your statement on a sheet of plain paper.

Please be sure your name and social security number appear on each page of any attachment.

Why is this Grievance Being Filed? (Nature of the Problem): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has a grievance been previously filed?  YES  NO IF YES, Date sent? \_\_\_\_\_

What Action Would You Like to See Taken? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you received any information regarding your rights and responsibilities under WC Managed Care? Yes \_\_\_\_\_ No \_\_\_\_\_

**INTENT:** The grievance procedure is intended to be self-executing and easy to use. An injured worker may call the grievance coordinator directly without completing this form. The grievance coordinator may complete the form for the injured worker. A review regarding the requested medical care will begin immediately, and a decision made within 44 days of receipt unless additional information is required from outside the service area. The review period may be extended by mutual agreement between the injured worker and the grievance coordinator, with notice provided to all other participating parties.

**The injured worker's participation in the grievance process is important to the resolution of medical issues.** Individuals reviewing the grievance may need to speak directly with and receive input from the injured worker. If the injured worker is unable to participate actively in the grievance process, a patient advocate may participate on behalf of the injured worker.

**Exemptions:** The following items are specifically excluded from the grievance process: Indemnity Benefits; Vocational Benefits; MMI and Permanent Impairment; Medical Mileage Reimbursement; Provider Payments; Compensability; and Causation. Concerns regarding any of the issues listed above should be directed to the employer, adjuster, or the Florida Division of Workers' Compensation Employee Assistance Office at 1-800-342-1741.

If the injured worker, employer, or carrier is dissatisfied with the final decision of the grievance committee, the dissatisfied party has the right to file a petition for Benefits with the Florida Division of Workers' Compensation.

Any person who, knowingly and with intent to injure, defraud, or deceive any employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony of the third degree.

Form Completed by: \_\_\_\_\_  
Injured Worker/ Provider/ Other

\_\_\_\_\_  
Date Form Completed/Signed

\_\_\_\_\_  
Signature of Grievance Coordinator

\_\_\_\_\_  
Date Grievance Coordinator Signed

MAIL TO:

**CORVEL CORPORATION  
ATTN: GRIEVANCE DEPARTMENT  
1035 Greenwood Blvd.  
Suite 225  
Lake Mary, FL 32746**

**MEDICAL ATTENTION FORM**

I, \_\_\_\_\_, was involve in an on-the-job injury on \_\_\_\_\_ at \_\_\_\_\_  
(Employee's Name) (Date) (Time)

at the following location \_\_\_\_\_

***I DO NOT WISH TO RECEIVE MEDICAL ATTENTION FOR MY INJURY AT THIS TIME.***

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Finance and Administrative Services Department  
**RISK MANAGEMENT DIVISION – Workers’ Compensation Section**  
115 S. Andrews Avenue, Room 210 • Fort Lauderdale, Florida 33301 • 954-357-7200 • FAX 954-357-9018,9019,9020

### AUTHORIZATION FOR MEDICAL RECORDS & RX HISTORY

**TO:** Medical Provider / Pharmacy: \_\_\_\_\_  
Provider / Pharmacy Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**RE:** Employee’s Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_   
Social Security No.: \_\_\_\_\_  
Date of Accident: \_\_\_\_\_  
Our File No. : \_\_\_\_\_

You, and any person associated with you, are hereby authorized to give to Broward County Board of County Commissioners and self-insured carrier, Broward County Risk Management Division, or any representative thereof, any and all information which may be requested regarding any and all medical and prescription records.

Photocopies of this authorization shall be accepted as the original.

**BY:** \_\_\_\_\_  
**(Employee’s Signature) Date**

\_\_\_\_\_  
**Print Name**

**Address:** \_\_\_\_\_  
\_\_\_\_\_



Finance and Administrative Services Department  
**RISK MANAGEMENT DIVISION – Workers' Compensation Section**  
115 S. Andrews Avenue, Room 210 • Fort Lauderdale, Florida 33301 • 954-357-7200 • FAX 954-357-7176

REQUEST TO SUPPLEMENT WORKERS' COMPENSATION PAYMENTS  
WITH EARNED SICK/ANNUAL LEAVE

PLEASE SIGN AND RETURN THIS FORM TO YOUR DIVISION PAYROLL LIASION AND FORWARD COPY TO RISK MANAGEMENT.

TO: \_\_\_\_\_  
Payroll Liaison

FROM: \_\_\_\_\_  
Employee

I hereby request that I be allowed to use my sick leave and/or annual leave while I am on leave of absence without pay due to an industrial accident or disease.

I understand that using this leave is in no way to be interpreted or construed as an addition to workers' compensation benefits.

\_\_\_\_\_ Yes, I want to supplement my workers' compensation benefits with my leave.

\_\_\_\_\_ No, I am not interested in using my leave and will be placed on a leave of absence.

\_\_\_\_\_  
Employee's Signature                      Date

Broward County Board of County Commissioners  
[www.broward.org](http://www.broward.org)

**REQUEST FOR SOCIAL SECURITY DISABILITY BENEFIT INFORMATION**

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

(To be filed with the Social Security Office nearest to the Employee's Address)

RECEIVED BY CLAIMS- HANDLING ENTITY

PLEASE PRINT OR TYPE

**I. IDENTIFICATION OF PARTIES (To be completed by requesting party)**

Employee's Social Security No. <span style="background-color: black; color: black;">■■■■</span>	Employee's Name (First, Middle, Last)	Date of Accident: (Month-Day-Year)
Employee's Address	Employer's Firm Name & Address	Claims-handling entity's Name & Address
		Claims-handling entity File No.

**II. EMPLOYEE'S AUTHORIZATION FOR RELEASE (To be completed and dated by employee)**

**Notice to Employee** - This form has been provided to you to supply your AUTHORIZATION FOR RELEASE OF INFORMATION. The Workers' Compensation Act F.S. 440.15(9)(c) requires you to furnish this Authorization. SHOULD YOU REFUSE TO SIGN AND RETURN THIS FORM WITHIN 21 DAYS AFTER THE DATE OF RECEIPT, YOUR WORKERS' COMPENSATION PAYMENTS MAY STOP until you comply with this request.

To allow determination of the proper amount of workers' compensation payments, I HEREBY AUTHORIZE release of Social Security Benefit information. (A photocopy can be used in place of original.) This authorization is valid for a period of 12 months from the date signed by employee.

**I HAVE REVIEWED, UNDERSTAND, AND ACKNOWLEDGE THE INFORMATION IN THIS SECTION.**

Employee's Signature	Employee's Date of Birth: (Month-Day-Year)	Date Signed by Employee: (Month-Day-Year)
----------------------	--	---

**III. SOCIAL SECURITY INFORMATION (To be completed by Social Security Administration)**

1. Has this employee applied for Disability Benefits under 42 U.S.C. Section 423?  Yes If "YES", date applied  
 No \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Has the amount payable under 42 U.S.C. Section 423 or 402 been determined and benefits commenced?  Yes  Denied  Pending

3. (a) What was the INITIAL benefit paid to the employee (P.I.A.)? \$ \_\_\_\_\_  
**DO NOT INCLUDE SUBSEQUENT COST OF LIVING INCREASES**  
 (b) Provide the amount of INITIAL Maximum Family Benefits. \$ \_\_\_\_\_  
**DO NOT INCLUDE SUBSEQUENT COST OF LIVING INCREASES**  
 (c) What is 80% of Average Current Earnings used to determine benefits (A.C.E.)? \$ \_\_\_\_\_  
 (d) What is the number of auxiliaries or dependents in current month? \_\_\_\_\_

4. Has any offset pursuant to 42 U.S.C. Section 424 been taken?  Yes  No

5. If "YES" to Question #4 above, list amount of offset. \$ \_\_\_\_\_

6. If "YES" to Question #4 above, list the date SSA Offset will end. (mm/yy) \_\_\_\_\_

7. Is employee insured for Social Security Retirement Benefits under 42 U.S.C. Section 402 and 405?  Yes  No

SSA REPRESENTATIVE SIGNATURE	DATE: (Month-Day-Year)
------------------------------	------------------------

<b>IV. RETURN TO (To be completed by requesting party)</b>		Requestor's Address & Telephone
Signature of Requesting Party		
Title of Requesting Party		

Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information commits insurance fraud, punishable as provided in s. 817.234, Section 440.105(7), F.S.

## DWC-14 Purpose and Use Statement

The collection of the social security number on this form is imperative for the Division of Workers' Compensation's performance of its duties and responsibilities as prescribed by law. The social security number will be used as a unique identifier in Division of Workers' Compensation database systems for individuals who have claimed benefits under Chapter 440, Florida Statutes. It will also be used to identify information and documents in those database systems regarding individuals who have claimed benefits under Chapter 440, Florida Statutes, for internal agency tracking purposes and for purposes of responding to both public records requests and subpoenas that require production of specified documents. The social security number may also be used for any other purpose specifically required or authorized by state or federal law.



Social Security Administration

Form Approved  
OMB No. 0960-0566

**Consent for Release of Information**

You must complete all required fields. We will not honor your request unless all required fields are completed. (\*signifies a required field).

Office: Social Security Administration

**My Full Name** \_\_\_\_\_ **\*My Date of Birth** \_\_\_\_\_ **\*My Social Security Number** \_\_\_\_\_  
(MM/DD/YYYY)

I authorize the Social Security Administration to release information or records about me to:

**NAME OF PERSON OR ORGANIZATION:**

**\*ADDRESS OF PERSON OR ORGANIZATION:**

Howard County Board of County Commissioners

115 S. Andrews Avenue Room 210

Howard County Risk Management Division

Fort Lauderdale, Florida 33301

Phone # 357-7200; Fax # 357-7176

**want this information released because:** To determine my eligibility or entitlement for SSDI

We may charge a fee to release information for non-program purposes.

**Please release the following information selected from the list below:**

You must specify the records you are requesting by checking at least one box. We will not honor a request for "any and all records" or "my entire file." Also, we will not disclose records unless you include the applicable date ranges where requested.

- 1. Social Security Number
- 2. Current monthly Social Security benefit amount
- 3. Current monthly Supplemental Security Income payment amount
- 4. My benefit or payment amounts from date \_\_\_ to date \_\_\_\_\_
- 5. My Medicare entitlement from date \_\_\_ to date \_\_\_\_\_
- 6. Medical records from my claims folder(s) from date \_\_\_ to date \_\_\_\_\_

If you want us to release a minor child's medical records, do not use this form. Instead, contact your local Social Security office.

- 7. Complete medical records from my claims folder(s)
- 8. Other record(s) from my file (you must specify the records you are requesting, e.g., doctor report, application, determination or questionnaire)

Complete DWC-14 form to include Initial Benefits Paid (PIA); Initial Max Family Benefits; 80% of ACE; offsets; amount of offset; when offset will end; retirement benefits

I am the individual, to whom the requested information or record applies, or the parent or legal guardian of a minor, or the legal guardian of a legally incompetent adult. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form, and any accompanying statements or forms, and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtain access to records about another person under false pretenses is punishable by a fine of up to \$5,000. I also understand that I must pay all applicable fees for requesting information for a non-program-related purpose.

Signature: \_\_\_\_\_ \*Date: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship (if not the subject of the record): \_\_\_\_\_ \*Daytime Phone: \_\_\_\_\_

Witnesses must sign this form ONLY if the above signature is by mark (X). If signed by mark (X), two witnesses to the signing who know the signee must sign below and provide their full addresses. Please print the signee's name next to the mark (X) on the signature line above.

1. Signature of witness	2. Signature of witness
Address (Number and street, City, State, and Zip Code)	Address (Number and street, City, State, and Zip Code)

Form SSA-3288 (07-2013) EF (07-2013)

Social Security Administration  
**Consent for Release of Information**

Form Approved  
OMB No. 0960-0566

**Instructions for Using this Form**

Complete this form only if you want us to give information or records about you, a minor, or a legally incompetent adult, to an individual or group (for example, a doctor or an insurance company). If you are the natural or adoptive parent or legal guardian, acting on behalf of a minor child, you may complete this form to release only the minor's non-medical records. We may charge a fee for providing information unrelated to the administration of a program under the Social Security Act.

**NOTE:** Do not use this form to:

- Request the release of medical records on behalf of a minor child. Instead, visit your local Social Security office or call our toll-free number, 1-800-772-1213 (TTY-1-800-325-0778), or
- Request detailed information about your earnings or employment history. Instead, complete and mail form SSA-7050-F4. You can obtain form SSA-7050-F4 from your local Social Security office or online at [www.ssa.gov/online/ssa-7050.pdf](http://www.ssa.gov/online/ssa-7050.pdf).

**How to Complete this Form**

We will not honor this form unless all required fields are completed. An asterisk(\*) indicates a required field. Also, we will not honor blanket requests for "any and all records" or the "entire file." You must specify the information you are requesting and you must sign and date this form. We may charge a fee to release information for non-program purposes.

- Fill in your name, date of birth, and social security number or the name, date of birth, and social security number of the person to whom the requested information pertains.
- Fill in the name and address of the person or organization where you want us to send the requested information.
- Specify the reason you want us to release the information.
- Check the box next to the type(s) of information you want us to release including the date ranges, where applicable.
- You, the parent or the legal guardian acting on behalf of a minor child or legally incompetent adult, must sign and date this form and provide a daytime phone number.
- If you are not the individual to whom the requested information pertains, state your relationship to that person. We may require proof of relationship.

**PRIVACY ACT STATEMENT**

Section 205(a) of the Social Security Act, as amended, authorizes us to collect the information requested on this form. We will use the information you provide to respond to your request for access to the records we maintain about you or to process your request to release your records to a third party. You do not have to provide the requested information. Your response is voluntary; however, we cannot honor your request to release information or records about you to another person or organization without your consent. We rarely use the information provided on this form for any purpose other than to respond to requests for SSA records information. However, the Privacy Act (5 U.S.C. § 552a(b)) permits us to disclose the information you provide on this form in accordance with approved routine uses, which include but are not limited to the following:

- To enable an agency or third party to assist Social Security in establishing rights to Social Security benefits and or coverage;
- To make determinations for eligibility in similar health and income maintenance programs at the Federal, State, and local level;
- To comply with Federal laws requiring the disclosure of the information from our records; and,
- To facilitate statistical research, audit, or investigative activities necessary to assure the integrity of SSA programs.

We may also use the information you provide when we match records by computer. Computer matching programs compare our records with those of other Federal, State, or local government agencies. We use information from these matching programs to establish or verify a person's eligibility for Federally-funded or administered benefit programs and for repayment of incorrect payments or overpayments under these programs. Additional information regarding this form, routine uses of information, and other Social Security programs is available on our Internet website, [www.socialsecurity.gov](http://www.socialsecurity.gov), or at your local Social Security office.

**PAPERWORK REDUCTION ACT STATEMENT**

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to read the instructions, gather the facts, and answer the questions. **SEND OR BRING THE COMPLETED FORM TO YOUR LOCAL SOCIAL SECURITY OFFICE. You can find your local Social Security office through SSA's website at [www.socialsecurity.gov](http://www.socialsecurity.gov). Offices are also listed under U.S. Government agencies in your telephone directory or you may call 1-800-772-1213 (TTY 1-800-325-0778).** You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. **Send only comments relating to our time estimate to this address, not the completed form.**

Form SSA-3288 (07-2013) EF (07-2013) Destroy Prior Editions

## **EMPLOYEE'S RIGHTS AND RESPONSIBILITIES**

This document provides the injured employee with some general information regarding their rights and responsibilities when injured on the job. It is not mandatory that an employee attend medical appointments on his/her own time; however, the employee has the responsibility to schedule appointments at the beginning or end of their shift. For example, an employee is not allowed to schedule a physical therapy appointment for 1:00 p.m. and then not return to work if the shift ends at 4:00 p.m.

### **TIME OFF FROM WORK**

The employee is permitted a "reasonable" time to go to medical appointments. Our Claims Adjusters and Nurse Case Managers accommodate each employing agency's needs by scheduling medical appointments at the beginning or end of a workday, whenever possible. Most of our network physical therapy clinics are open extended hours.

### **PRESCRIPTIONS**

When reporting a new work injury, via the 800 line, to the County's medical cost containment vendor, the vendor will mail the injured employee a pharmacy card. The pharmacy card covers 100% of the medication expense, related to this specific date of accident, that are prescribed by the authorized workers' compensation physicians. The employee can use the prescription card at participating pharmacies (Walgreen's, CVS, Wal-Mart, and Albertsons). The injured employee should secure the pharmacy benefit manager information from the vendor's intake person before terminating the reporting call. You will likely need medication before the pharmacy card arrives. During the "first fill" the pharmacist should be informed that you are a Broward County employee injured on the job, name of the pharmacy benefit management company, the company's toll-free number, and the County's group and bin numbers with the pharmacy benefit manager.

### **RETURN TO WORK**

When injured on the job the employee is directed to an authorized workers' compensation network physician. At the end of each medical visit the employee will receive a Florida Workers' Compensation Uniform Medical Treatment/Status Reporting Form (DWC-25). Towards the top of page two the physician will address work status. It will either indicate the injured employee should remain completely out of work, has work restrictions or has been released to full duty. The injured employee should provide this document to their immediate supervisor after each medical visit. The injured employee, employing agency and claims adjuster will work together to safely return the employee to work. The DWC-25 will document the arrival and departure times of that specific medical visit.

Most County agencies can accommodate an injured employee when released with work restrictions. On occasion, the employing agency may not have available a full-time light duty position. It is important the injured employee, employing agency and Claims Adjuster closely communicate to avoid under or over payments to the injured employee. In a part-time light duty situation, the injured employee may receive part-time pay from the employing agency, temporary partial disability benefits through Risk Management and use accrued leave balances to make themselves completely whole.

If you are injured as a result of a work-related accident, your employer's workers' compensation coverage may entitle you to medical and partial wage replacement benefits.

**Medical Benefits**

As soon as your employer's workers' compensation insurance company has knowledge of your work-related injury and has determined that your injury or illness is covered under Florida law, the company will:

- Provide an authorized physician
  - Pay for all authorized medically necessary care and treatment related to your injury or illness
  - Provide a one-time change of physician within five business days of receipt of your written request
- Authorized treatment and care may include:
- Doctor visits
  - Physical therapy
  - Hospitalization
  - Medical tests
  - Prostheses
  - Prescription drugs
  - Travel expenses to and from authorized medical treatment or a pharmacy.

Once you reach maximum medical improvement (MMI), you are required to pay a \$10 co-payment per visit for medical treatment. MMI occurs when the physician treating you determines that your injury or illness has healed to the extent that further improvement is not likely.

**Wage Replacement Benefits**

If you are unable to work or your earnings are lower because of a work-related injury or illness, you may be able to receive some wage replacement benefits. You may be eligible for these benefits if you have been disabled for more than seven calendar days and are not able to perform your normal job duties as advised by your authorized doctor.

If you qualify, wage replacement benefits will begin on the eighth day of partial or total disability. You will not receive wage replacement benefits for the first seven days of disability, unless you are disabled for more than 21 days due to your work-related injury or illness.

In most cases, the wage replacement benefits will equal two-thirds of your pre-injury regular weekly wage, but the benefit will not be higher than Florida's average weekly wage. You can generally expect to receive your first benefit check within 21 days after the carrier becomes aware of your injury or illness and bi-weekly thereafter.

- **Temporary Total Benefits:** These benefits are provided as a result of an injury or illness that temporarily prevents you from returning to work, and you have not reached MMI.

**Temporary Partial Benefits:** These benefits are provided when the doctor releases you to return to work with restrictions and you have not reached MMI and earn less than 80 percent of your pre-injury wage. *Note: The maximum length of time you can receive temporary total or partial benefits is 104 weeks or until the date of MMI is determined, whichever is earlier.*

- **Permanent Impairment Benefits:** These benefits are provided when the injury or illness causes any physical, psychological or functional loss and the impairment exists after the date of MMI. A doctor will assign a permanent impairment rating, expressed as a percentage of disability to the body as a whole.

**Permanent Total Benefits:** These benefits are provided when the injury causes you to be permanently and totally disabled according to the conditions stated in the law.

- **Death Benefits:** Compensation for deaths resulting from workplace accidents include payment of funeral expenses and dependency benefits (subject to limits defined by law). A dependent spouse may also be eligible for job training benefits.

The rate, amount and duration of compensation for all wage replacement benefits are detailed in the workers' compensation law. If you have questions about your benefits, call your claims adjuster or the Employee Assistance Office (EAO) at 1-800-342-1741.

**Injured Worker Responsibilities**

Communicate with the Employer:

- Contact your employer immediately to notify them of your on-the-job injury or illness.
- Provide your employer a copy of the Medical Treatment/Status Reporting form (DWC25) after each medical appointment.
- Return to work when you are released by your physician and when your employer offers a position within your physical limitations to avoid suspension of your lost wage benefits.

Communicate with the Carrier:

- Review the First Report of Injury or Illness (DWC1) form upon receipt and verify the accuracy of your address, phone number, social security number and the description of the accident. If there is information you do not agree with, or if information has been omitted, immediately notify your adjuster in writing.

- Review, sign and return the mandatory fraud statement to the insurance carrier. By signing this document, you are confirming your understanding of this important information. Your benefits shall be suspended if you refuse to sign this document.

- Report wages from all sources of employment to the carrier if you had more than one employer in the 13 weeks immediately preceding your date of accident. This will assist the carrier in determining the proper wage replacement amount.

- Keep your adjuster regularly informed on the status of your claim, medical authorization needs and any wages you have earned.

- (Note: If you are represented by an attorney the adjuster may not be able to speak with you directly.)
- Notify the carrier of any change of address or telephone number.
- Complete and return forms to the carrier when asked.

Communicate with the Authorized Treating Physician:

- Identify all body parts that are, or potentially may, be injured, and be specific when identifying areas of pain.
- Keep your appointments.
- Clarify your work status during appointments before leaving the physician's office.
- Follow your doctor's treatment plan.
- Ask your physician for the patient copy of the Medical Treatment/Status Reporting form (DWC25).
- Notify your physician of any change of address or telephone number.

- Call the authorized treating physician's office if you need to see the doctor before your next appointment date. The doctor's staff may be able to place your name on a cancellation list and you may be scheduled for an earlier appointment should one become available. If an appointment is not available and you need to see a doctor immediately, please contact your adjuster or the EAO.

Carrier Responsibilities

- Timely provision of medical treatment
- Timely payment of wage replacement benefit
- Timely payment of medical bills
- Timely reporting of your claim information to the Division of Workers' Compensation
- Timely notification of any changes in the status of your claim. This information will be provided to you by mail on either a Notice of Action / Change form (DWC4) or a Notice of Denial form (DWC12).

### Employee Assistance Office

The Division of Workers' Compensation, Employee Assistance Office (EAO), helps prevent and resolve disputes between injured workers, employers and carriers. If the insurance carrier does not provide benefits to which you believe you are entitled, you may call EAO's toll-free hotline at 1-800-342-1741. EAO specialists are knowledgeable about the workers' compensation system. They will be able to address your concerns and attempt to prevent or resolve disputes. EAO has offices throughout the state that you can call or visit. You can find EAO statewide locations at [http://www.MyFloridaCFO.com/WC/organization/eao\\_offices.html](http://www.MyFloridaCFO.com/WC/organization/eao_offices.html).

### Services provided by EAO include:

- Educating and providing information to you about your claim.
- Assisting you in resolving disagreements regarding your claim, at no cost to you.
- Assisting you with understanding the procedures for filing a Petition for Benefits with a Judge of Compensation Claims.

Information regarding your rights and responsibilities under the Workers' Compensation Law is available in an on-line "Injured Worker Workshop" presentation on the Division's Web site at [www.MyFloridaCFO.com/WC/employee/index.html](http://www.MyFloridaCFO.com/WC/employee/index.html), and answers to frequently asked questions can be accessed at [www.MyFloridaCFO.com/WC/faq/faqwrks.html](http://www.MyFloridaCFO.com/WC/faq/faqwrks.html). You may also submit specific questions relating to your claim to us at [wcaeo@MyFloridaCFO.com](mailto:wcaeo@MyFloridaCFO.com) and receive answers directly by e-mail.

### Statute of Limitations

Once you are injured at work or become aware of a workers' compensation injury or illness, you have 30 days in which to report your injury or illness to your employer. Failure to report your injury within 30 days may jeopardize your claim.

Generally, you have two years from the date of your injury or illness to file a claim for workers' compensation benefits. Failure to report your injury or illness within 30 days may be used as a defense

against your claim regardless of the two-year statute of limitations for filing a claim. Your eligibility for benefits may also be eliminated one year from the date you last received a wage replacement check or approved medical treatment.

### Denial of Benefits

If the insurance carrier does not provide benefits to which you believe you are entitled, or has denied your claim, contact the Employee Assistance Office (EAO). Although the EAO does not provide legal advice, our specialists will answer questions about your rights and responsibilities and may be able to resolve problems you're having with your workers' compensation claim. This help is free and available by contacting the EAO at 1-800-342-1741.

### Petition for Benefits

To begin the judicial procedure for obtaining benefits that you are believe are due and owing under the law and have not been provided by the employer or insurance carrier, a Petition for Benefits form must be filed with the Office of Judges of Compensation Claims. The form can be accessed at [www.jcc.state.fl.us/jcc/forms.asp](http://www.jcc.state.fl.us/jcc/forms.asp).

### Re-employment Services

If you are unable to perform the duties required for your former job as a result of your work-related injury or illness, you can contact the Department of Education, Division of Vocational Rehabilitation at [www.rehabworks.org](http://www.rehabworks.org) or call 850-245-3470 for free re-employment services.

### Legal Representation

You are not required to have an attorney. If you do hire an attorney to represent you with your workers' compensation claim, the fees and costs may come out of your benefits, unless your employer or workers' compensation carrier is held responsible for paying your attorney fees. Although the Division does not provide legal advice, the Division will answer questions about your rights and responsibilities and may be able to resolve problems you may have with your workers'

compensation claim. This help is free and available by contacting the Employee Assistance Office at 1-800-342-1741.

### Anti-Fraud Reward Program

Workers' compensation fraud occurs when any person knowingly and with intent to injure, defraud or deceive any employer or employee, insurance carrier or self-insured program files false or misleading information. Workers' compensation fraud is a third-degree felony that can result in fines, civil liability and jail time. Rewards of up to \$25,000 may be paid to individuals who provide information that lead to the arrest and conviction of persons committing insurance fraud. To report suspected workers' compensation fraud, call 1-800-378-0445.

### Disclaimer:

*This publication is being offered as an informational tool only and complies with s. 440.185 (4) F.S., with the understanding that this is not official language of the Florida Statutes. In no event will the Division of Workers' Compensation be liable for direct or consequential damages resulting from the use of this printed material.*

EBL-3 0005, F.A.C. Injured Worker Informational Brochure  
Rule 6E1-3.025, F.A.C. Forms  
DPS-72-0WC-60  
Revised March 2010

## EMPLOYEE FACTS



## IMPORTANT WORKERS' COMPENSATION INFORMATION FOR FLORIDA'S WORKERS



If you are injured as a result of a work-related accident, your employer's workers' compensation coverage may entitle you to medical and partial wage replacement benefits.

**Medical Benefits**

As soon as your employer's workers' compensation insurance company has knowledge of your work-related injury and has determined that your injury or illness is covered under Florida law, the company will:

- Provide an authorized physician
- Pay for all authorized medically necessary care and treatment related to your injury or illness
- Provide a one-time change of physician within five business days of receipt of your written request

Authorized treatment and care may include:

- Doctor visits
- Hospitalization
- Prostheses
- Physical therapy
- Medical tests
- Prescription drugs
- Travel expenses to and from authorized medical treatment or a pharmacy.

Once you reach maximum medical improvement (MMI), you are required to pay a \$10 co-payment per visit for medical treatment. MMI occurs when the physician treating you determines that your injury or illness has healed to the extent that further improvement is not likely.

**Wage Replacement Benefits**

If you are unable to work or your earnings are lower because of a work-related injury or illness, you may be able to receive some wage replacement benefits. You may be eligible for these benefits if you have been disabled for more than seven calendar days and are not able to perform your normal job duties as advised by your authorized doctor.

If you qualify, wage replacement benefits will begin on the eighth day of partial or total disability. You will not receive wage replacement benefits for the first seven days of disability, unless you are disabled for more than 21 days due to your work-related injury or illness.

In most cases, the wage replacement benefits will equal two-thirds of your pre-injury regular weekly wage, but the benefit will not be higher than Florida's average weekly wage. You can generally expect to receive your first benefit check within 21 days after the carrier becomes aware of your injury or illness and bi-weekly thereafter.

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The rate, amount and duration of compensation for all wage replacement benefits are detailed in the workers' compensation law. If you have questions about your benefits, call your claims adjuster or the Employee Assistance Office (EAO) at 1-800-342-1741.

**Injured Worker Responsibilities**

- Communicate with the Employer:
  - Contact your employer immediately to notify them of your on-the-job injury or illness.
  - Provide your employer a copy of the Medical Treatment/Status Reporting form (DWC25) after each medical appointment.
  - Return to work when you are released by your physician and when your employer offers a position within your physical limitations to avoid suspension of your lost wage benefits.
- Communicate with the Carrier:
  - Review the First Report of Injury or Illness (DWC1) form upon receipt and verify the accuracy of your address, phone number, social security number and the description of the accident. If there is information you do not agree with, or if information has been omitted, immediately notify your adjuster in writing.
  - Review, sign and return the mandatory fraud statement to the insurance carrier. By signing this document, you are confirming your understanding of this important information. Your benefits shall be suspended if you refuse to sign this document.

(Note: If you are represented by an attorney, the adjuster may not be able to speak with you directly.)

- Notify the carrier of any change of address or telephone number.
- Complete and return forms to the carrier when asked.

Communicate with the Authorized Treating Physician:

- Identify all body parts that are, or potentially may, be injured, and be specific when identifying areas of pain.
- Keep your appointments.
- Clarify your work status during appointments before leaving the physician's office.
- Follow your doctor's treatment plan.
- Ask your physician for the patient copy of the Medical Treatment/Status Reporting form (DWC25).
- Notify your physician of any change of address or telephone number.
- Call the authorized treating physician's office if you need to see the doctor before your next appointment date. The doctor's staff may be able to place your name on a cancellation list and you may be scheduled for an earlier appointment should one become available. If an appointment is not available and you need to see a doctor immediately, please contact your adjuster or the EAO.

**Carrier Responsibilities**

- Timely provision of medical treatment
- Timely payment of wage replacement benefits
- Timely payment of medical bills
- Timely reporting of your claim information to the Division of Workers' Compensation
- Timely notification of any changes in the status of your claim. This information will be provided to you by mail on either a Notice of Action / Change form (DWCA) or a Notice of Denial form (DWC12).

**EXHIBIT "A-5"**

**CASE MANAGEMENT FILE LAYOUT FOR COUNTY'S RISKONNECT ENTERPRISE SYSTEM**

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

Descripti on	Column Name	Data Type	Fiel d Len gth	Null able	Req uired	Upda table	Code Map	Major Cov Speci fic	Current Vendor Field	Needed	Comm ents
Import/Up date	n/a	CHAR(1 CHAR)	1	No	Y	N	N			hardcode to 'I'	I' for import of new transact ions 'U' for updatin g transact ions
Claim/Oc currence	n/a	CHAR(1 CHAR)	1	No	Y	N	N			hardcode to 'C'	C' Claim or 'O' Occurre nce - will default to C
ClaimMat ch	n/a	VARCHA R2(254 CHAR)	254	Yes	N	N					Clients will input the data for the MISCx_ DESC field they want to use Claim Matchin g
State Claim Number	REFNUM	VARCHA R2(25 CHAR)	25	Yes	N	N	N				
Set Id	SETID	NUMBE R(5,0)	5	No	N	N	N				
Transacti on Id	TRANS_ID	NUMBE R(9,0)	9,0	No	N	N	N				
Claim Id	CLAIM_ID	NUMBE R(9,0)	9,0	No	N	N	N				
Claim Number/ Occurre nce Number	CLAIM OCCURNU M	VARCHA R2(21 CHAR)	21	No	Y	N	N		claimnbr		
Transacti on Date	TRANS_DT	DATE	10	No	Y	Y	N				
Sequence	SEQ	NUMBE R(5,0)	5	No	N	N	N				



Transaction Type Code	TRANS_TYPE	VARCHAR2(8 CHAR)	8	No	Y	Y	Y	Y		hardcode to 'based on file'	Transaction Types Case Management - 2P2C, Triage - 2P2N
Entry Date	ENTRY_DT	DATE	10	No	N	N	N				
Status	STATUS	CHAR(1 CHAR)	1	No	N	Y	Y	N			
From Date	FROM_DT	DATE	10	Yes	N	Y	N		Date_of_Service		
Thru Date	THRU_DT	DATE	10	Yes	N	Y	N		Date_of_Service		
IRS Vendor	IRSVENDOR	VARCHAR2(12 CHAR)	12	Yes	N	Y	N				
Pay ID	PAY_ID	NUMBER(9,0)	9,0	Yes	N	N	N				Hardcode to vendor ID #
Payee	PAYEE	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				Hardcode to Vendor Name
Check Number	CHECKNUM	VARCHAR2(15 CHAR)	15	Yes	N	Y	N				
Invoice Number	INVOICENUM	VARCHAR2(14 CHAR)	15	Yes	N	Y	N		invoice_id		
Amount	AMOUNT ORIG_AMT	NUMBER(15,2)	15,2	Yes	Y	Y	N		Sum of itemtotal		
Currency	CURRENCY ORIG_CURR	VARCHAR2(4 CHAR)	4	Yes	Y	Y	Y	N		hardcode to 'USD'	
Payee Addr1	PY_ADD1	VARCHAR2(100 CHAR)	100	Yes	N	Y	N				
Payee Addr2	PY_ADD2	VARCHAR2(100 CHAR)	100	Yes	N	Y	N				
Payee City	PY_CITY	VARCHAR2(25 CHAR)	25	Yes	N	Y	N				

Payee State	PY_STATE	VARCHAR2(2 CHAR)	2	Yes	N	Y	N				
Payee Zip	PY_ZIP	VARCHAR2(10 CHAR)	10	Yes	N	Y	N				
Payee County	PY_CNTY	VARCHAR2(25 CHAR)	25	Yes	N	Y	N				
Payee Country	PY_CNTRY	VARCHAR2(25 CHAR)	25	Yes	N	Y	N				
Exchange Rate	EXCH_RATE	NUMBER(20,6)	20,6	No	N	Y	N				
Bill Id	BILL_ID	NUMBER(9,0)	9,0	Yes	N	N	N				
Bank Account Id	BNK_ACCT_ID	NUMBER(9,0)	9,0	Yes	N	N	N				
Consolidate	CONSOLIDATE	CHAR(1 CHAR)	1	Yes	N	Y	Y	N			
Hold Until Date	HOLDUNTIL DT	DATE	10	Yes	N	Y	N				
Payment Type	PAYMENT_TYPE	CHAR(1 CHAR)	1	Yes	Y	N	Y	N		hardcode to 'R'	
Process by Date	PROCESSBY YDT	DATE	10	Yes	N	Y	N				
Misc Number 1	MISCNUM1	NUMBER(12,2)	12,2	Yes	N	Y	N				
Misc Number 2	MISCNUM2	NUMBER(12,2)	12,2	Yes	N	Y	N				
Misc Number 3	MISCNUM3	NUMBER(12,2)	12,2	Yes	N	Y	N				
Misc Number 4	MISCNUM4	NUMBER(12,2)	12,2	Yes	N	Y	N				
Misc Number 5	MISCNUM5	NUMBER(12,2)	12,2	Yes	N	Y	N				
Misc Number 6	MISCNUM6	NUMBER(12,2)	12,2	Yes	N	Y	N				
Misc Number 7	MISCNUM7	NUMBER(12,2)	12,2	Yes	N	Y	N				
Misc Number 8	MISCNUM8	NUMBER(12,2)	12,2	Yes	N	Y	N				

Misc Number 9	MISCNUM9	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 10	MISCNUM10	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 11	MISCNUM11	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 12	MISCNUM12	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 13	MISCNUM13	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 14	MISCNUM14	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 15	MISCNUM15	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 16	MISCNUM16	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 17	MISCNUM17	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 18	MISCNUM18	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 19	MISCNUM19	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 20	MISCNUM20	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 21	MISCNUM21	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 22	MISCNUM22	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 23	MISCNUM23	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 24	MISCNUM24	NUMBE R(12,2)	12, 2	Yes	N	Y	N				

Misc Number 25	MISCNUM25	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 26	MISCNUM26	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 27	MISCNUM27	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 28	MISCNUM28	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 29	MISCNUM29	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Misc Number 30	MISCNUM30	NUMBE R(12,2)	12, 2	Yes	N	Y	N				
Trans Date 1	TRAN_DT1	DATE	10	Yes	N	Y	N				
Trans Date 2	TRAN_DT2	DATE	10	Yes	N	Y	N				
Trans Date 3	TRAN_DT3	DATE	10	Yes	N	Y	N				
Trans Date 4	TRAN_DT4	DATE	10	Yes	N	Y	N				
Trans Date 5	TRAN_DT5	DATE	10	Yes	N	Y	N				
Trans Date 6	TRAN_DT6	DATE	10	Yes	N	Y	N				
Trans Date 7	TRAN_DT7	DATE	10	Yes	N	Y	N				
Trans Date 8	TRAN_DT8	DATE	10	Yes	N	Y	N				
Trans Date 9	TRAN_DT9	DATE	10	Yes	N	Y	N				
Trans Date 10	TRAN_DT10	DATE	10	Yes	N	Y	N				
Trans Date 11	TRAN_DT11	DATE	10	Yes	N	Y	N				
Trans Date 12	TRAN_DT12	DATE	10	Yes	N	Y	N				
Trans Date 13	TRAN_DT13	DATE	10	Yes	N	Y	N				

Trans Date 14	TRAN_DT14	DATE	10	Yes	N	Y	N				
Trans Date 15	TRAN_DT15	DATE	10	Yes	N	Y	N				
Trans Date 16	TRAN_DT16	DATE	10	Yes	N	Y	N				
Trans Date 17	TRAN_DT17	DATE	10	Yes	N	Y	N				
Trans Date 18	TRAN_DT18	DATE	10	Yes	N	Y	N				
Trans Date 19	TRAN_DT19	DATE	10	Yes	N	Y	N				
Trans Date 20	TRAN_DT20	DATE	10	Yes	N	Y	N				
Trans Date 21	TRAN_DT21	DATE	10	Yes	N	Y	N				
Trans Date 22	TRAN_DT22	DATE	10	Yes	N	Y	N				
Trans Date 23	TRAN_DT23	DATE	10	Yes	N	Y	N				
Trans Date 24	TRAN_DT24	DATE	10	Yes	N	Y	N				
Trans Date 25	TRAN_DT25	DATE	10	Yes	N	Y	N				
Trans Date 26	TRAN_DT26	DATE	10	Yes	N	Y	N				
Trans Date 27	TRAN_DT27	DATE	10	Yes	N	Y	N				
Trans Date 28	TRAN_DT28	DATE	10	Yes	N	Y	N				
Trans Date 29	TRAN_DT29	DATE	10	Yes	N	Y	N				
Trans Date 30	TRAN_DT30	DATE	10	Yes	N	Y	N				
Trans Special Analysis 1	TRAN_SPC1	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 2	TRAN_SPC2	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 3	TRAN_SPC3	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			

Trans Special Analysis 4	TRAN_SPC4	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 5	TRAN_SPC5	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 6	TRAN_SPC6	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 7	TRAN_SPC7	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 8	TRAN_SPC8	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 9	TRAN_SPC9	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 10	TRAN_SPC10	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 11	TRAN_SPC11	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 12	TRAN_SPC12	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 13	TRAN_SPC13	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 14	TRAN_SPC14	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 15	TRAN_SPC15	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 16	TRAN_SPC16	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 17	TRAN_SPC17	VARCHA R2(14 CHAR)	14	Yes	N	Y	Y	Y			

Trans Special Analysis 18	TRAN_SPC1 8	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 19	TRAN_SPC1 9	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 20	TRAN_SPC2 0	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 21	TRAN_SPC2 1	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 22	TRAN_SPC2 2	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 23	TRAN_SPC2 3	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 24	TRAN_SPC2 4	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Special Analysis 25	TRAN_SPC2 5	VARCHAR2(14 CHAR)	14	Yes	N	Y	Y	Y			
Trans Description n 1	TRAN_CHR 1	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 2	TRAN_CHR 2	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 3	TRAN_CHR 3	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 4	TRAN_CHR 4	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 5	TRAN_CHR 5	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 6	TRAN_CHR 6	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				

Trans Description n 7	TRAN_CHR 7	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 8	TRAN_CHR 8	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 9	TRAN_CHR 9	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 10	TRAN_CHR 10	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 11	TRAN_CHR 11	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 12	TRAN_CHR 12	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 13	TRAN_CHR 13	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 14	TRAN_CHR 14	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 15	TRAN_CHR 15	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Diagnosis Code 1	DIAGNCOD E1	VARCHAR2(8 CHAR)	8	Yes	N	Y	N				
Diagnosis Code 2	DIAGNCOD E2	VARCHAR2(8 CHAR)	8	Yes	N	Y	N				
Diagnosis Code 3	DIAGNCOD E3	VARCHAR2(8 CHAR)	8	Yes	N	Y	N				
Diagnosis Code 4	DIAGNCOD E4	VARCHAR2(8 CHAR)	8	Yes	N	Y	N				
Trans Description n 16	TRAN_CHR 16	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 17	TRAN_CHR 17	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description n 18	TRAN_CHR 18	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				



Trans Description 19	TRAN_CHR 19	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description 20	TRAN_CHR 20	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description 21	TRAN_CHR 21	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description 22	TRAN_CHR 22	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description 23	TRAN_CHR 23	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description 24	TRAN_CHR 24	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Trans Description 25	TRAN_CHR 25	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
Payable to	PAYABLE_TO	VARCHAR2(254 CHAR)	254	Yes	N	Y	N				
ACH Flag	ACH_FLAG	NUMBER(1,0)	1,0	No	N	Y	N				
Payee Contact Id	CONTACT_ID	NUMBER	9	Yes	N	N	N			hardcode to ''	Either Contact Id or Contact External ID should be present, based on whether there had been a Contact Export or Import.

Payee Contact Role	n/a	VARCHAR2(254 CHAR)	254	Yes	N	N	Y				Clients can input role information - a code or a description of the payee role
Payee Contact External Id	CONTACT_REF_NUM	VARCHAR2	25	Yes	N	N	N				Use external id when internal not available (This field should be a unique field) Either Contact Id or Contact External ID should be present, based on whether there had been a Contact Export or Import.
Contact SSN	SSN	VARCHAR2(9 CHAR)	9	Yes	N	N					
Contact Tax Id	TAX_ID	VARCHAR2(11 CHAR)	11	Yes	N	N					
Contact Number	CONTACT_NUMBER	NUMBER(9,0)	(9,0)	Yes	N	N					
First Name	FIRST_NM	VARCHAR2(25 CHAR)	25	Yes	N	N					
Last Name	LAST_NM	VARCHAR2(25 CHAR)	25	Yes	N	N					

Company	COMPANY_ NM	VARCHA R2(254 CHAR)	254	Yes	N	N					
Vendor Id	MISC_TEXT 2	VARCHA R2(254 CHAR)	254	Yes	N	N					

EXHIBIT "A-6"

REQUIRED FILE FORMAT FOR CONTRACTOR'S  
MEDICAL BILL EXPORT FILE FOR COUNTY

XML Bill import data layout

Control Totals	
Control Totals	RecordCount <NUMBER>
	TotalBilled <NUMBER 12,2>
	TotalPaid <NUMBER 12,2>
	FileDate <MM/DD/YYYY HH:MM:SS>

Header Data	
Import Type	"Bill"
Version	"1.0"

Bill Data

Node 1	Node 2	Data Type	Field Length	Nullable	Comments
Coverage		VARCHAR2	4	No	The coverage code from the claim export file is mentioned here. It should match the coverage on the claim mentioned below
Company		VARCHAR2	3	No	This is the company name of STARS client. This too would be a code . This should match the company on the claim mentioned below
Client Id		VARCHAR2	7	Yes	This was typically known as 'Account number' in Claims Suite & PE.
ClaimNumber		VARCHAR2	21	No	The claim number for which the bill transaction is to be created is mentioned here
ClaimID		NUMBER	9	No	The claim ID for the claim on which the bill transaction is to be created is mentioned here
Invoice number		VARCHAR2	14	yes	Invoice number is whats on the actual paper bill from the provider or doctor etc. This field is assumed does not need to be required
BillID		VARCHAR2	254	No	Bill ID is assumed to be unique coming from bill review company

BillTypeCode		VARCHAR2	8	No	This is the transaction type that needs to be created based on the type of the bill. This code if not as per stars on the xml, is mapped to the code map and stars specific billtypecode is picked up for transaction creation
NetworkName		VARCHAR2	254	Yes	The name of the network that serviced the bill
ServiceFrom		DATE	10	Yes	The service rendered from date for which the bill is charged. <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
ServiceThru		DATE	10	Yes	The service rendered to date for which the bill is charged. <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
ReceivedDate		DATE	10	Yes	The date on which the bill review company received the bill. <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
BillDate		DATE	10	No	This is the date that appears on the paper bill from the doctor or provider etc. <MM/DD/YYYY>. The date would appear in the culture format that is selected for the logged in user.
DueDate		DATE	10	Yes	The date before which the bill needs to be paid. <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
DiagnosisCode 1		VARCHAR2	8	Yes	The Diagnosis code is present on both the bill level as well as the service line level. This gives the bill review company flexibility to add them as per their process. On the service line level the Diagnosis codes are accompanied with description fields too.
DiagnosisCode 2		VARCHAR2	8	Yes	
DiagnosisCode 3		VARCHAR2	8	Yes	
DiagnosisCode 4		VARCHAR2	8	Yes	
Currency		VARCHAR2	4	Yes	The currency in which the bill amounts are written in
BilledAmount		NUMBER	12,2	No	The actual bill amount that was received by the vendor from the provider or doctor.
FeeSchedRedUCR		NUMBER	12,2	Yes	Fee Schedule Reduction UCR amount (This is the total of all

					the FeeSchedRedUCR amounts on all the service lines in this bill)
PPORed		NUMBER	12,2	Yes	The PPO reduction amount. (This is the total of all the PPORed amounts on all the service lines in this bill)
SpecNegAmount		NUMBER	12,2	Yes	The Special Negotiation Amount. (This is the total of all the SpecNegAmounts on all the service lines in this bill)
TotalAdjAmount		NUMBER	12,2	Yes	(This is the total adjusted amount i.e. Billed Amount - Allowed Amount) - This field will be the total of all service line items TotalAdjAmount fields.
AllowedAmount		NUMBER	12,2	No	(This is the amount that would be paid, i.e the amount for which the transaction would be created.) - This field will be the total of all service line items Allowed Amount fields.
Comments		VARCHAR2	254	Yes	Any additional comments or memo on the bill
CheckNum		VARCHAR2	15	Yes	This field would include the check number if the bill review company paid the bills at their end. This field would be null most of the times when the bills are paid via Stars
CheckDate		DATE	10	Yes	The check date would be the date on the check paid by the bill review company. Would be null if paid via Stars <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
PatientContactId		NUMBER	9	Yes	Patient information is going to be ignored and not stored in STARS at this time
PatientContact RoleId		NUMBER	9	Yes	
PatientContactExternalId		VARCHAR2	25	Yes	
PatientContactAddressId		NUMBER	9	Yes	
ProviderContactId		NUMBER	9	Yes	
ProviderContact RoleId		NUMBER	9	Yes	Provider Information is going to be ignored and not stored in STARS at this time
ProviderContactExternalId		VARCHAR2	25	Yes	
ProviderContactAddressId		NUMBER	9	Yes	
PayeeContactId		NUMBER	9	Yes	Either Contact Id or Contact External ID should be present, based on whether there had been a Contact Export or Import.
PayeeContact Role Id		NUMBER	9	No	Role Id would be validated with the Global Setting in STARS Admin and allow Roles that are listed as a Payee.
PayeeContactExternalId		VARCHAR2	25	Yes	Use external id when internal not available (This field should be a unique field) Either Contact Id or Contact External ID should be present, based

					on whether there had been a Contact Export or Import.
PayeeContactAddressId		NUMBER	9	No	Only the default address in STARS would create a transaction, any other address would generate an exception.
Service Line Item (1 to many)	DateOfServiceFrom	DATE	10	No	The service from date for when the service was given <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
	DateOfServiceTo	DATE	10	Yes	The service to date until when the service was given <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
	ServiceCode1	VARCHAR2	12	No	The service or procedure code & description. Contains all types ex(Revenue, HCPC, CPT, NDC)
	ServiceDesc1	VARCHAR2	254	Yes	
	ServiceCode2	VARCHAR2	12	Yes	
	ServiceDesc2	VARCHAR2	254	Yes	
	DiagnosisCode 1	VARCHAR2	8	Yes	The Diagnosis code is present on both the bill level as well as the service line level. This gives the bill review company flexibility to add them as per their process. On the service line level the Diagnosis codes are accompanied with description fields too.
	DiagnosisDesc 1	VARCHAR2	254	Yes	
	DiagnosisCode 2	VARCHAR2	8	Yes	
	DiagnosisDesc 2	VARCHAR2	254	Yes	
	DiagnosisCode 3	VARCHAR2	8	Yes	
	DiagnosisDesc 3	VARCHAR2	254	Yes	
	DiagnosisCode 4	VARCHAR2	8	Yes	
	DiagnosisDesc 4	VARCHAR2	254	Yes	
	ExplanationCode1	VARCHAR2	8	No	The Explanation code and description for each service line on the bill. Commonly known as EOR/ EOBs
	ExplanationDesc1	VARCHAR2	254	Yes	
	ExplanationCode2	VARCHAR2	8	Yes	
	ExplanationDesc2	VARCHAR2	254	Yes	
	ExplanationCode3	VARCHAR2	8	Yes	
	ExplanationDesc3	VARCHAR2	254	Yes	
	ExplanationCode4	VARCHAR2	8	Yes	
	ExplanationDesc4	VARCHAR2	254	Yes	
	Modifier 1	VARCHAR2	12	Yes	The modifier codes if any on the bill for each service line
Modifier 2	VARCHAR2	12	Yes		
Modifier 3	VARCHAR2	12	Yes		
Modifier 4	VARCHAR2	12	Yes		
Units	VARCHAR2	8	No	No of units for this service line	

	PlaceOfService	VARCHAR2	2	Yes	The place where this service was given. This field accepts codes and not the name of the place
	BilledAmount	NUMBER	12,2	No	The bill amount that appeared on the paper bill from the doctor or provider for this service
	FeeSchedRedUCR	NUMBER	12,2	Yes	The Fee Schedule Reduction UCR amount for this service
	PPORed	NUMBER	12,2	Yes	The PPO reduction amount for this service
	SpecNegAmount	NUMBER	12,2	Yes	The Special Negotiation Amount for this service
	TotalAdjAmount	NUMBER	12,2	Yes	This is the total adjusted amount i.e. Billed Amount - Allowed Amount
	AllowedAmount	NUMBER	12,2	No	This is the amount that is reprised and allowed to be paid. This would the ledger entry and not a transaction.
	Comments	VARCHAR2	80	Yes	Any additional comments or memo on the service line
Chargeback Line Item (0 to many)	BillProcessedDate	DATE	10		<MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception). This is the date the date of the activity for this chargeback. We are not including this field for this at this time, will include this in future.
	InvNumber	VARCHAR2	14	Yes	If the invoice num is the same as the bill id, this could be blank
	InvDate	DATE	10	No	The date the bill was reprised and invoiced. <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job. (Note that both the user and bill date should be EN-US to avoid exception)
	Desc	VARCHAR2	80	Yes	Description if any
	Currency	VARCHAR2	4	Yes	The currency in which the bill amounts are written in currently must be US dollars
	Amount	NUMBER	12,2	No	The amount for the service by the vendor
	PayeeContactId	NUMBER	9	Yes	Either Contact Id or Contact External ID should be present, based on whether there had been a Contact Export or Import.
	PayeeContactRoleId	NUMBER	9	No	Role Id would be validated with the Global Setting in STARS Admin and allow Roles that are listed as a Payee.
	PayeeContactExternalId	VARCHAR2	25	Yes	Use external id when internal not available (This field should be a unique field) Either Contact Id or Contact External ID should be present, based



				on whether there had been a Contact Export or Import.
	PayeeContactAddressID	NUMBER	9	No Only the default address in STARS would create a transaction, any other address would generate an exception
	Transaction Type	VARCHAR2	8	No The transaction type of the bill whether a chargeback/expense or medical etc. See Billtypecode under bill section. The same codes and codemaps apply

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

<b>CODES THAT MUST BE USED IN "BILL TYPE" FIELD IN THE BILL HEADER RECORD (starting position 331)</b>	<b>DESCRIPTION</b>	<b>Enterprise TRANS TYPE</b>
ASC	Ambulatory Surgery Center	1P1A
CHI	Chiropractor	1P1A
DEN	Dentist	1P1A
DME	Durable Medical Equipment	1P1I
HI	Hospital Inpatient - <b>DWC 90/UB 92</b>	1P1B
HO	Hospital Outpatient - <b>DWC 90/UB 92</b>	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-7"**

**COUNTY RISKONNECT ENTERPRISE "PAID DATE" EXPORT FILE LAYOUT**

After Riskonnect Enterprise generates the payment for the electronic medical bill that was received from Contractor an electronic data file is sent back to Contractor daily that contains a three-digit ID for the County, Contractor bill ID # and the date that the County paid the bill. This data file is used to update Contractor's medical bill repricing system so that when Contractor 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 Contractor may develop a mutually agreed upon "Date Paid" export file in lieu of the file format below.

**DETAIL DATE PAID RECORD FILE FORMAT**

**XML Paid File Export Layout**

Header Data	
STARSExport Type	"PaidFile"
Version	"1.0"
CreateDate	<MM/DD/YYYY HH:MM:SS>

Paid File Export				
Node 1	Data Type	Field Length	Nullable	Comments
Coverage	VARCHAR2	4	No	The coverage code on the claim would be displayed here. (Eg. '10' for Workers compensation)
Company	VARCHAR2	3	No	This is the company name of STARS client. This too would be a code (Eg. For Stars client the code is 'BCC')
Client ID	VARCHAR2	7	No	This was typically known as 'Account number'.
BillID	VARCHAR2	254	No	This would be the bill id on the bill import file.
ClaimNumber	VARCHAR2	21	No	The alphanumeric claim number that appears on the claim on the front end is displayed here

Check Number	NUMBER	9	No	This would be the check number that was paid to the vendor. This is fetched based on the transaction that is created in STARS (This could also be a consolidation of various transactions for the same vendor)
Amount	NUMBER	15.2	No	This would be the amount for which the check was cut. This is fetched based on the transaction that is created in STARS (This could also be a consolidation of various transactions for the same vendor)
Date	DATE	10	No	This would be the status date of the check, since paid file picks up only checks that are posted, this would be the check posted date. <MM/DD/YYYY>. The date would appear in the culture format that is selected for the user running the job.

**EXHIBIT B**  
**Price Structure for CorVel**

**Intake**

DESCRIPTION	PRICING
<b>First Notice of Injury Telephonic Intake &amp; Triage</b> First Notice of Injury Report (FNOI) Intake & Triage to include email of the hardcopy in WORD throughout the day and the electronic FNOI data file transmitted to Broward at least two times per day	\$20.00 each
<b>First Notice of Injury Manual Intake &amp; Triage</b> First Notice of Injury Report (FNOI) Intake & Triage Manually entered into CareMC by a representative from Broward.	No Charge
<b>System Programming/Development</b>	\$150.00 per hour Based on development, enhancements, and new programming as mutually agreed upon

**Patient Management**

DESCRIPTION	PRICING
<b>Telephonic Medical Case Management</b> Utilization of TCM within the first 60 days of the file <i>*Can only be utilized once per file</i> Utilization of TCM on the 61 <sup>st</sup> day and thereafter	\$65.00 per hour  \$92.00 per hour
<b>Field Medical Case Management</b>	\$92.00 per hour
<b>Vocational Rehabilitation Services</b>	\$92.00 per hour
<b>Return to Work Program</b>	\$92.00 per hour
<b>Peer Review</b>	\$92.00 per hour
<b>Utilization Review</b>	\$95.00 per hour
<b>In-Patient Pre-Certification</b>	\$125.00 each
<b>Out-Patient Pre-Certification</b>	\$95.00 each

**Pharmacy Solutions (PBM)**

DESCRIPTION	PRICING
<b>Retail Pharmacies</b>	
Brand	AWP Minus - 10% + \$3.50 dispensing fee
Generic	AWP Minus - 30% + \$3.50 dispensing fee
<b>Mail Order</b>	
Brand	AWP Minus - 12% + \$3.50 dispensing fee
Generic	AWP Minus - 40% + \$3.50 dispensing fee

**Medical Bill Review**

DESCRIPTION	PRICING
<b>Grievance/Dispute Handling</b>	No Charge

<b>Medical Bill Review/Re-Pricing &amp; EDI</b>	<b>\$8.00 Per Bill</b> <b>25% of Incremental PPO Savings</b>
<b>Hospital Bill Audits Tier pricing</b> <b>Tier Pricing</b>	
10,000 – 50,000	Flat Rate of \$450.00
50,000 – 150,000	Flat Rate of \$650.00
150,001 and above	Flat rate of \$850.00

*Charges apply with each review regardless if savings are achieved*

**All-Lines Claims Adjusting**

<b>DESCRIPTION</b>	<b>COST PER CLAIM</b>
<b>Workers' Compensation Indemnity</b>	<b>\$1,345.00</b>
<b>Workers' Compensation Medical Only</b>	<b>\$181.00</b>
<b>General Liability Bodily Injury</b>	<b>\$550.00</b>
<b>General Liability Property Damage</b>	<b>\$350.00</b>
<b>Auto Liability Bodily Injury</b>	<b>\$795.00</b>
<b>Auto Liability Property Damage</b>	<b>\$495.00</b>
<b>Catastrophic First Part Property (Storm Related)</b>	<b>\$695.00</b>

**Additional "Optional" Services**

<b>DESCRIPTION</b>	<b>PRICE PER SERVICE</b>
<b>Occupational, Medical, Drug and Alcohol Policies</b>	<b>\$35.00</b>
<b>Drug and Alcohol Screens</b>	<b>\$35.00</b>
<b>Occupational Medical Consultation</b>	<b>\$0.00</b>
<b>Substance Abuse Services</b>	<b>\$0.00</b>
<b>Investigative Services and Surveillance</b>	
A. Surveillance to include, at a minimum, detailed report, social media investigation and scans, high definition, video surveillance DVD or CDs, electronic records at the option of the County, which indicate the date and time on the film/shot. Proposer's or their investigator(s) must possess their own industry standard surveillance equipment; providing service within a specified time frame identified by the County.	<b>\$78.00</b>
B. Asset Check to include a report to identify real property, vehicle, corporate, vessel/boat registration of subject or corporation by the use of database searches.	<b>\$250.00</b>

<p>C. Background check to include a report(s) to include criminal history, workers' compensation records, complete driving history, corporate, and social security numbers traces for subject.</p>	<p>\$499.00</p>
<p>D. Activity check to include a report(s) to include database check and can include the following:  i. Neighborhood canvas, home address verification, investigation leading insight into a subject's usual activities, physical capacity and employment status, including one photograph of property, residence, and/or business or corporation.  ii. In person (undercover or direct)</p>	<p>\$280.00</p>
<p>E. Litigation Support as requested or required by court process servers and/or attending depositions, medications or trials</p>	<p>\$78.00</p>
<p>F. The Proposer may utilize subcontractors as part of the contract in order to retain service outside the Tri-County area, Florida and the other 49 U.S. States. The proposer must inform the County, in writing before the use of any subcontractors.</p>	<p>\$78.00</p>

**Additional "Optional" Services**

DESCRIPTION	PRICE PER SERVICE
<b>Safety and Occupational Health Services</b>	
<p>A. Ergonomic and repetitive motion assessments. Use a systematic process to evaluate the whole body and ergonomic design risks associated with job tasks. When appropriate provide recommendations to help injured workers be at less at risk of re-injury.</p>	<p>N/A as stated in Bidsync. On a case by case negotiated basis. Allocated to Claim File as an expense.</p>
<p>B. Safety audit/safety inspectors. Workplace inspections to identify hazards and identify the root cause of workplace injury. Provide a report to prevent re-occurrence.</p>	<p>N/A as stated in Bidsync. On a case by case negotiated basis. Allocated to Claim File as an expense.</p>
<p>C. Safety and Health Training. Provide safety training and refresher courses when knowledge or skill gaps have been identified.</p>	<p>N/A as stated in Bidsync. On a case by case negotiated basis. Allocated to Claim File as an expense.</p>
<p>D. Perform Indoor Air Quality (IAQ) assessment to diagnose and resolve IAQ related health problems. To include laboratory services for environmental testing and analysis.</p>	<p>N/A as stated in Bidsync. On a case by case negotiated basis. Allocated to Claim File as an expense.</p>

<p>E. Provide post remediation verification survey to ensure mold eradicated. Air Quality and lift samples if needed.</p>	<p>N/A as stated in Bidsync. On a case by case negotiated basis. Allocated to Claim File as an expense.</p>
<p>F. Building envelope assessment to identify moisture infiltration or inadequate insulation that may impact indoor air quality.</p>	<p>N/A as stated in Bidsync. On a case by case negotiated basis. Allocated to Claim File as an expense.</p>
<p>G. Conduct noise testing/sampling. Noise dosimetry surveys to determine workers noise exposure levels as well as determining compliance.</p>	<p>N/A as stated in Bidsync. On a case by case negotiated basis. Allocated to Claim File as an expense.</p>



**EXHIBIT C**  
**Minimum Insurance Requirements**  
*[Use form provided by Risk, not Contractor]*

**Insurance Requirements**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000,000	\$2,000,000
	Personal Injury		
<b>AUTO LIABILITY *</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable *Can we waived if no driving will be done in performance of services	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000,000	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b>	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>		\$500,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY</b>	Each Claim	\$2,000,000	
	Extended Reporting Period	2 years	
<input checked="" type="checkbox"/> <b>CYBER LIABILITY</b>	Each Claim	\$2,000,000	
	Extended Reporting Period	2 years	

<input type="checkbox"/> <b>CRIME AND FIDELITY</b>	<b>Extended reporting 2 - years</b>		<b>\$</b>
<b>Description of Operations/Locations/Vehicles: Broward County is listed as an additional insured on the general liability and automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers' compensation.</b>			

**CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:**

**Certificate Holder:**  
**Broward County**  
115 S Andrews Ave  
Fort Lauderdale, FL 33301

**EXHIBIT D  
WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

Contract Number: \_\_\_\_\_  
Work Authorization No. \_\_\_\_\_

This Work Authorization is between Broward County and \_\_\_\_\_ ("Contractor") pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided: [DESCRIBE IN DETAIL]**

[Simple summary]  
  
See Exhibit A for additional detail.

Agreement at issue is \_\_ Lump Sum/ \_\_ Not-to-Exceed in the amount: \$ \_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_ (\_\_\_\_) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
<b>Total Cost of this Work Authorization</b>	<b>\$ _____</b>

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

**County**

	Contract Administrator	Date
Project Manager	Date	Board or Designee
		Date

**Contractor**

	Signed	Date
Attest	Typed Name	
	Title	

**EXHIBIT E**  
**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 the "Compensation" article of this 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 supplier's 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)

STATE OF            )  
                                  )  
COUNTY OF        )

Sworn to (or affirmed) and subscribed before this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_  
by \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(NOTARY SEAL)

\_\_\_\_\_  
Print, Type or Stamp Name of Notary